

SOLICITATION, OFFER, AND AWARD		1. Caption MPD Police Uniforms and Equipment		Page of Pages 1 70	
2. Contract Number	3. Solicitation Number DCFA-2010-B-0235	4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency		5. Date Issued 10/1/2010	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside <input type="checkbox"/> CBE Designated Category
7. Issued By Office of Contracting and Procurement Recreational, Promotional Goods and Food Group 441 - 4 th Street, N.W., Suite 700 South Washington, D.C. 20001		8. Address Offer to: Office of Contracting and Procurement 441 - 4 th Street, N.W., Suite 700 South Washington, D.C. 20001			

NOTE: In sealed bid solicitations "offer" or "offeror" means "bid" or "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 of hand carried to _____ the _____

Bid counter located at 441 – 4th Street, N.W., Washington, DC Suite 703 South until 10:00 a.m. local time 10/22/2010
(Hour) (Date)

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

10. For Information Contact	A. Name		B. Telephone			C. E-mail Address
	Rebecca Young	(Area Code) 202	(Number) 724-4237	(Ext)		Rebecca.young@dc.gov

11. Table of Contents

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OFFER

12. In conjunction with the above, the undersigned agrees, if this offer is accepted within 90 calendar days from the 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)	<input type="checkbox"/> 15 C. Check if remittance address is different from above – Refer to section G	17. Signature	18. Award Date

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Name of contracting Officer (Type or Print)	23. Signature of Contracting Officer (district of Columbia)	24. Award Date

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

- B.1** The District of Columbia's Metropolitan Police Department (MPD) needs a contractor to provide police uniforms and equipment to approximately four thousand one hundred (4,100) active police officers and five hundred (500) civilian employees on an as-needed basis.

MPD's objective is to purchase uniforms and equipment for officers and civilian employees during various time frames. The Contractor is responsible for providing same day services, have a variety of on-the-shelf stock sizing with the ability to provide additional sizes with a short "turn-around" period, and maintain sufficient stock on-hand to provide a significant portion of MPD officers with the required equipment and supplies in the event of an emergency.

- B.2** The District contemplates a single award of a requirement type contract based on firm-fixed price units.

B.3 REQUIREMENTS CONTRACT

The District will purchase its requirements of the articles or services included herein from the Contractor. 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. The estimated quantities 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, Section G.10. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. 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. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- 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 the expiration date of contract.

B.4 PRICE SCHEDULE – REQUIREMENTS

- B.4.1** The Contractor shall provide the manufacturer name, stock number, and fixed unit bid prices for each CLIN item specified in Section B.4.2 to B.4.6 of the solicitation and in accordance with technical product specifications described in Section C.5.5 (Technical Specifications) and Attachment J.10 (Table of contents – Technical Product specifications for Officer's Uniform and Equipment).

B.4.2 Base Year

CLIN No.	Item Description as specified in Section C.5.1.2 and Attachment J.10	Manufacturer/ Stock Number	Est. Qty	Unit of Measure	Unit Price	Total Extended
0001	Trousers, Tropical, Blue, Unisex		4,000	Each		
0002	Shirt, Long Sleeve, White, Male		400	Each		
0003	Shirt, Long Sleeve, White, Female		200	Each		
0004	Blouse Coat, Tropical, Blue, Male		250	Each		
0005	Blouse Coat, Tropical, Blue, Female		100	Each		
0006	BDU, Pants, Blue		3,500	Each		
0007	BDU, Pants, Black		100	Each		
0008	BDU, Shirt, Long Sleeve, Blue		1,200	Each		
0009	BDU, Shirt, Long Sleeve, Black		100	Each		
0010	BDU, Hat, 8-Point, Blue		200	Each		
0011	BDU, Hat, 8-Point, Black		20	Each		
0012	BDU, Pants, Tan		250	Each		
0013	BDU, Shirt, Long Sleeve, Tan		300	Each		
0014	BDU, Shirt, Short Sleeve, Tan		300	Each		
0015	BDU, Hat, 8-Point, Tan		150	Each		
0016	Body Armor, Vest Carrier, Replacement		200	Each		
0017	Body Armor, Vest Carrier, Tactical		100	Each		
0018	Body Armor, Vest Carrier, Wavier		100	Each		
0019	Hat, 8-Point, Blue		375	Each		
0020	Necktie, Blue, Male		1,500	Each		
0021	Necktie, Blue, Female		350	Each		
0022	Jacket, Winter, Male, Blue		400	Each		
0023	Jacket, Winter, Female, Blue		200	Each		
0024	Jacket, Winter, Male, Black		20	Each		
0025	Jacket, Winter, Female, Black		5	Each		
0026	Raincoat, Reflective, (Unisex)		425	Each		
0027	Shirt, Long Sleeve, Blue, Male		2,500	Each		
0028	Shirt, Short Sleeve, Blue, Male		2,500	Each		

0029	Shirt, Short Sleeve, Blue, Female		1,200	Each		
0030	Shirt, Long Sleeve, Blue, Female		1,200	Each		
0031	Belt, Ultra Duty		100	Each		
0032	Mounted/Motor Patrol Helmet		15	Each		
0033	Mounted Patrol Rain Jacket		20	Each		
0034	Mounted Patrol Rain Pants		20	Each		
0035	Mounted Patrol Riding Breeches		40	Each		
0036	Motorcycle Breeches Winter/Summer		100	Each		
0037	Belt, Sam Browne		325	Each		
0038	Visibility Vests		400	Each		
0039	Hat, Winter Trooper, w/MPD Logo		750	Each		
0040	Gloves, White (Pair)		1,000	Each		
0041	Trouser, Tropical, Blue, Unisex (Size: 44-50)		700	Each		
0042	Trouser, Tropical, Blue, Unisex (Size: 22-28)		200	Each		
0043	Trouser, Tropical, Blue, Unisex (Size: 52-56)		200	Each		
0044	Shirt, Long Sleeve, White, Male (Size: 18-20)		50	Each		
0045	Shirt, Long Sleeve, White, Male (Size: 48-52)		50	Each		
0046	Blouse Coat, Tropical Blue, Male (Size: 48-52)		100	Each		
0047	Blouse Coat, Tropical, Blue, Male (Size: 54-60)		25	Each		
0048	Blouse Coat, Tropical, Blue, Male (Size: 62 & Up)		5	Each		
0049	Blouse Coat, Tropical, Blue, Female (Size: 22-28)		50	Each		
0050	BDU, Pants, Blue (Size: 2X to 3X)		400	Each		
0051	BDU, Pants, Blue (Size: 4X to 5X)		25	Each		
0052	BDU, Pants, Black (Size: 2X to 3X)		15	Each		
0053	BDU, Pants, Black (Size: 4X to 5X)		9	Each		
0054	BDU, Shirt, Long Sleeve, Blue (Size: 2X to 3X)		250	Each		
0055	BDU, Shirt, Long Sleeve, Blue (Size: 4X to 5X)		50	Each		
0056	BDU, Shirt, Long Sleeve, Black (Size: 2X to 3X)		15	Each		

0057	BDU, Shirt, Long Sleeve, Black (Size: 4X to 5X)		9	Each		
0058	BDU, Pants, Tan (Size: 2X to 3X)		25	Each		
0059	BDU, Pants, Tan (Size: 4X to 5X)		5	Each		
0060	BDU, Shirt, Long Sleeve, Tan (Size: 2X to 3X)		25	Each		
0061	BDU, Shirt, Long Sleeve, Tan (Size: 4X to 5X)		5	Each		
0062	BDU, Shirt, Short Sleeve, Tan (Size: 2X to 3X)		25	Each		
0063	BDU, Shirt, Short Sleeve, Tan (Size: 4X to 5X)		5	Each		
0064	Mountain Bike, Pants		300	Each		
0065	Mountain Bike, Shirt, Long Sleeve		300	Each		
0066	Mountain Bike, Shirt, Short Sleeve		300	Each		
0067	Mountain Bike, Shorts		300	Each		
0068	Jacket, Winter, Blue, Male (Size: 4X)		25	Each		
0069	Jacket, Winter, Blue, Male (Size: 5X)		10	Each		
0070	Jacket, Winter, Blue, Female (Size: 4X)		20	Each		
0071	Jacket, Winter, Blue, Female (Size: 5X)		10	Each		
0072	Jacket, Winter, Black, Male (Size: 4X)		5	Each		
0073	Jacket, Winter, Black, Male (Size: 5X)		4	Each		
0074	Jacket, Winter, Black, Female (Size: 4X)		5	Each		
0075	Jacket, Winter, Black, Female (Size: 5X)		4	Each		
0076	Raincoat, Reflective, (Unisex) (Size: 4X)		25	Each		
0077	Raincoat, Reflective, (Unisex) (Size: 5X)		10	Each		
0078	Mounted Patrol Rain Jacket (Size: 4X)		5	Each		
0079	Mounted Patrol Rain Jacket (Size: 5X)		2	Each		
0080	Mounted Patrol Rain Pants (Size: 4X)		5	Each		
0081	Mounted Patrol Rain Pants (Size: 5X)		2	Each		
0082	Belt, Sam Browne (Size: 47-52)		25	Each		
0083	Belt, Sam Browne (Size: 54-56)		20	Each		
0084	Body Armor		900	Each		

0085	Shirt, Short Sleeve, White, Female		200	Each		
0086	Shirt, Short Sleeve, White, Male		450	Each		
0087	BDU, Shirt, Short Sleeve, Black		50	Each		
0088	BDU, Shirt, Short Sleeve, Black (2X to 3X)		12	Each		
0089	BDU, Shirt, Short Sleeve, Black (4X to 5X)		6	Each		
0090	BDU, Shirt, Short Sleeve, Blue		400	Each		
0091	BDU, Shirt, Short Sleeve, Blue (2X to 3X)		50	Each		
0092	BDU, Shirt, Short Sleeve, Blue (4X to 5X)		10	Each		
0093	Mountain Bike, Pants		300	Each		
0094	Alternations as described in Section C.5.5					
0094A	Trouser - waist take in	ALT001	10	Each		
0094B	Trouser - waist let out	ALT002	10	Each		
0094C	Trouser - waist & seat take in	ALT003	10	Each		
0094D	Trouser - waist and seat let out	ALT004	10	Each		
0094E	Trouser - waist/seat/crouch take in	ALT005	10	Each		
0094F	Trouser - waist/seat/crouch let out	ALT006	10	Each		
0094G	Trouser - zipper replacement	ALT007	10	Each		
0094H	Overcoat - shorten body	ALT008	10	Each		
0094I	Overcoat - take in sides	ALT009	10	Each		
0094J	Overcoat - let out sides	ALT010	10	Each		
0094K	Overcoat - shorten sleeves	ALT011	10	Each		
0094L	Overcoat - lengthen sleeves	ALT012	10	Each		
0094M	Overcoat - take in center	ALT013	10	Each		
0094N	Sergeant chevrons - sew on	ALT014	1000	Each		
0094O	MPDC shoulder emblem	ALT015	100	Each		
0094P	Vest cover shell repair	ALT016	25	Each		
0094Q	Jacket liner repair	ALT017	10	Each		
0094R	Jacket zipper replacement	ALT018	10	Each		
0094S	Jacket side zipper replacement	ALT019	10	Each		
0094T	Name tag holder sewn on	ALT020	25	Each		
0094U	Buttons - sewn on	ALT021	10	Each		
0094V	Service stripe gold - one	ALT022	100	Each		
0094W	Service stripe gold - two	ALT023	100	Each		
0094X	Service stripe gold - three	ALT024	100	Each		
0094Y	Service stripe gold - four	ALT025	100	Each		
0094Z	Service stripe gold - five	ALT026	100	Each		

0094AA	Blouse/jacket shorten body	ALT027	10	Each		
0094AB	Blouse/jacket lengthen sleeves	ALT028	10	Each		
0094AC	Blouse/jacket shorten sleeves	ALT029	10	Each		
0094AD	Blouse/jacket take in sides	ALT030	10	Each		
0094AE	Blouse/jacket let out sides	ALT031	10	Each		
0094AF	Blouse/jacket take in center seam	ALT032	10	Each		
0094AG	Blouse/jacket add on hooks (per pair)	ALT033	10	Each		
0094AH	Shirt - take in sides	ALT034	10	Each		
0094AI	Shirt - let out sides	ALT035	10	Each		
0094AJ	Shirt - take in center seam	ALT036	10	Each		
0094AK	Jacket/shirt - sew on badge tab	ALT037	10	Each		
0094AL	MPO stripes - sewn on (set)	ALT038	200	Each		
0094AM	PFC stripes - sewn on (set)	ALT039	500	Each		
0094AN	Canine patch - sewn on	ALT040	150	Each		
0094AO	ERT patch- sewn on	ALT041	150	Each		
0094AP	Motorman wheel - sewn on	ALT042	150	Each		
0094AQ	Cadet patch - sewn on	ALT043	100	Each		
0094AR	Add buttons to trousers	ALT044	10	Each		
Estimated Grand Total for B.4.2 Base Year						

B.4.3 Option Year One

CLIN No.	Item Description	Manufacturer/ Stock Number	Est. Qty	Unit of Measure	Unit Price	Total Extended
1001	Trousers, Tropical, Blue, Unisex		4,000	Each		
1002	Shirt, Long Sleeve, White, Male		400	Each		
1003	Shirt, Long Sleeve, White, Female		200	Each		
1004	Blouse Coat, Tropical, Blue, Male		250	Each		
1005	Blouse Coat, Tropical, Blue, Female		100	Each		
1006	BDU, Pants, Blue		3,500	Each		
1007	BDU, Pants, Black		100	Each		
1008	BDU, Shirt, Long Sleeve, Blue		1,200	Each		
1009	BDU, Shirt, Long Sleeve, Black		100	Each		
1010	BDU, Hat, 8-Point, Blue		200	Each		
1011	BDU, Hat, 8-Point, Black		20	Each		
1012	BDU, Pants, Tan		250	Each		
1013	BDU, Shirt, Long Sleeve, Tan		300	Each		
1014	BDU, Shirt, Short Sleeve, Tan		300	Each		
1015	BDU, Hat, 8-Point, Tan		150	Each		
1016	Body Armor, Vest Carrier, Replacement		200	Each		
1017	Body Armor, Vest Carrier, Tactical		100	Each		
1018	Body Armor, Vest Carrier, Wavier		100	Each		
1019	Hat, 8-Point, Blue		375	Each		
1020	Necktie, Blue, Male		1,500	Each		
1021	Necktie, Blue, Female		350	Each		
1022	Jacket, Winter, Male, Blue		400	Each		
1023	Jacket, Winter, Female, Blue		200	Each		
1024	Jacket, Winter, Male, Black		20	Each		
1025	Jacket, Winter, Female, Black		5	Each		
1026	Raincoat, Reflective, (Unisex)		425	Each		
1027	Shirt, Long Sleeve, Blue, Male		2,500	Each		
1028	Shirt, Short Sleeve, Blue, Male		2,500	Each		
1029	Shirt, Short Sleeve, Blue, Female		1,200	Each		
1030	Shirt, Long Sleeve, Blue, Female		1,200	Each		

1031	Belt, Ultra Duty		100	Each		
1032	Mounted/Motor Patrol Helmet		15	Each		
1033	Mounted Patrol Rain Jacket		20	Each		
1034	Mounted Patrol Rain Pants		20	Each		
1035	Mounted Patrol Riding Breeches		40	Each		
1036	Motorcycle Breeches Winter/Summer		100	Each		
1037	Belt, Sam Browne		325	Each		
1038	Visibility Vests		400	Each		
1039	Hat, Winter Trooper, w/MPD Logo		750	Each		
1040	Gloves, White (Pair)		1,000	Each		
1041	Trouser, Tropical, Blue, Unisex (Size: 44-50)		700	Each		
1042	Trouser, Tropical, Blue, Unisex (Size: 22-28)		200	Each		
1043	Trouser, Tropical, Blue, Unisex (Size: 52-56)		200	Each		
1044	Shirt, Long Sleeve, White, Male (Size: 18-20)		50	Each		
1045	Shirt, Long Sleeve, White, Male (Size: 48-52)		50	Each		
1046	Blouse Coat, Tropical Blue, Male (Size: 48-52)		100	Each		
1047	Blouse Coat, Tropical, Blue, Male (Size: 54-60)		25	Each		
1048	Blouse Coat, Tropical, Blue, Male (Size: 62 & Up)		5	Each		
1049	Blouse Coat, Tropical, Blue, Female (Size: 22-28)		50	Each		
1050	BDU, Pants, Blue (Size: 2X to 3X)		400	Each		
1051	BDU, Pants, Blue (Size: 4X to 5X)		25	Each		
1052	BDU, Pants, Black (Size: 2X to 3X)		15	Each		
1053	BDU, Pants, Black (Size: 4X to 5X)		9	Each		
1054	BDU, Shirt, Long Sleeve, Blue (Size: 2X to 3X)		250	Each		
1055	BDU, Shirt, Long Sleeve, Blue (Size: 4X to 5X)		50	Each		
1056	BDU, Shirt, Long Sleeve, Black (Size: 2X to 3X)		15	Each		
1057	BDU, Shirt, Long Sleeve, Black (Size: 4X to 5X)		9	Each		
1058	BDU, Pants, Tan (Size: 2X to 3X)		25	Each		
1059	BDU, Pants, Tan (Size: 4X to 5X)		5	Each		

1060	BDU, Shirt, Long Sleeve, Tan (Size: 2X to 3X)		25	Each		
1061	BDU, Shirt, Long Sleeve, Tan (Size: 4X to 5X)		5	Each		
1062	BDU, Shirt, Short Sleeve, Tan (Size: 2X to 3X)		25	Each		
1063	BDU, Shirt, Short Sleeve, Tan (Size: 4X to 5X)		5	Each		
1064	Mountain Bike, Pants		300	Each		
1065	Mountain Bike, Shirt, Long Sleeve		300	Each		
1066	Mountain Bike, Shirt, Short Sleeve		300	Each		
1067	Mountain Bike, Shorts		300	Each		
1068	Jacket, Winter, Blue, Male (Size: 4X)		25	Each		
1069	Jacket, Winter, Blue, Male (Size: 5X)		10	Each		
1070	Jacket, Winter, Blue, Female (Size: 4X)		20	Each		
1071	Jacket, Winter, Blue, Female (Size: 5X)		10	Each		
1072	Jacket, Winter, Black, Male (Size: 4X)		5	Each		
1073	Jacket, Winter, Black, Male (Size: 5X)		4	Each		
1074	Jacket, Winter, Black, Female (Size: 4X)		5	Each		
1075	Jacket, Winter, Black, Female (Size: 5X)		4	Each		
1076	Raincoat, Reflective, (Unisex) (Size: 4X)		25	Each		
1077	Raincoat, Reflective, (Unisex) (Size: 5X)		10	Each		
1078	Mounted Patrol Rain Jacket (Size: 4X)		5	Each		
1079	Mounted Patrol Rain Jacket (Size: 5X)		2	Each		
1080	Mounted Patrol Rain Pants (Size: 4X)		5	Each		
1081	Mounted Patrol Rain Pants (Size: 5X)		2	Each		
1082	Belt, Sam Browne (Size: 47- 52)		25	Each		
1083	Belt, Sam Browne (Size: 54- 56)		20	Each		
1084	Body Armor		900	Each		
1085	Shirt, Short Sleeve, White, Female		200	Each		
1086	Shirt, Short Sleeve, White, Male		450	Each		
1087	BDU, Shirt, Short Sleeve, Black		50	Each		

1088	BDU, Shirt, Short Sleeve, Black (2X to 3X)		12	Each		
1089	BDU, Shirt, Short Sleeve, Black (4X to 5X)		6	Each		
1090	BDU, Shirt, Short Sleeve, Blue		400	Each		
1091	BDU, Shirt, Short Sleeve, Blue (2X to 3X)		50	Each		
1092	BDU, Shirt, Short Sleeve, Blue (4X to 5X)		10	Each		
1093	Mountain Bike, Pants		300	Each		
1094	Alternations as described in Section C.5.5					
1094A	Trouser - waist take in	ALT001	10	Each		
1094B	Trouser - waist let out	ALT002	10	Each		
1094C	Trouser - waist & seat take in	ALT003	10	Each		
1094D	Trouser - waist and seat let out	ALT004	10	Each		
1094E	Trouser - waist/seat/crouch take in	ALT005	10	Each		
1094F	Trouser - waist/seat/crouch let out	ALT006	10	Each		
1094G	Trouser - zipper replacement	ALT007	10	Each		
1094H	Overcoat - shorten body	ALT008	10	Each		
1094I	Overcoat - take in sides	ALT009	10	Each		
1094J	Overcoat - let out sides	ALT010	10	Each		
1094K	Overcoat - shorten sleeves	ALT011	10	Each		
1094L	Overcoat - lengthen sleeves	ALT012	10	Each		
1094M	Overcoat - take in center	ALT013	10	Each		
1094N	Sergeant chevrons - sew on	ALT014	1000	Each		
1094O	MPDC shoulder emblem	ALT015	100	Each		
1094P	Vest cover shell repair	ALT016	25	Each		
1094Q	Jacket liner repair	ALT017	10	Each		
1094R	Jacket zipper replacement	ALT018	10	Each		
1094S	Jacket side zipper replacement	ALT019	10	Each		
1094T	Name tag holder sewn on	ALT020	25	Each		
1094U	Buttons - sewn on	ALT021	10	Each		
1094V	Service stripe gold - one	ALT022	100	Each		
1094W	Service stripe gold - two	ALT023	100	Each		
1094X	Service stripe gold - three	ALT024	100	Each		
1094Y	Service stripe gold - four	ALT025	100	Each		
1094Z	Service stripe gold - five	ALT026	100	Each		
1094AA	Blouse/jacket shorten body	ALT027	10	Each		
1094AB	Blouse/jacket lengthen sleeves	ALT028	10	Each		
1094AC	Blouse/jacket shorten sleeves	ALT029	10	Each		
1094AD	Blouse/jacket take in sides	ALT030	10	Each		
1094AE	Blouse/jacket let out sides	ALT031	10	Each		

1094AF	Blouse/jacket take in center seam	ALT032	10	Each		
1094AG	Blouse/jacket add on hooks (per pair)	ALT033	10	Each		
1094AH	Shirt - take in sides	ALT034	10	Each		
1094AI	Shirt - let out sides	ALT035	10	Each		
1094AJ	Shirt - take in center seam	ALT036	10	Each		
1094AK	Jacket/shirt - sew on badge tab	ALT037	10	Each		
1094AL	MPO stripes - sewn on (set)	ALT038	200	Each		
1094AM	PFC stripes - sewn on (set)	ALT039	500	Each		
1094AN	Canine patch - sewn on	ALT040	150	Each		
1094AO	ERT patch- sewn on	ALT041	150	Each		
1094AP	Motorman wheel - sewn on	ALT042	150	Each		
1094AQ	Cadet patch - sewn on	ALT043	100	Each		
1094AR	Add buttons to trousers	ALT044	10	Each		
Estimated Grand Total for B.4.3 Option Year One						

B.4.4 Option Year Two

CLIN No.	Item Description	Manufacturer/ Stock Number	Est. Qty	Unit of Measure	Unit Price	Total Extended
2001	Trousers, Tropical, Blue, Unisex		4,000	Each		
2002	Shirt, Long Sleeve, White, Male		400	Each		
2003	Shirt, Long Sleeve, White, Female		200	Each		
2004	Blouse Coat, Tropical, Blue, Male		250	Each		
2005	Blouse Coat, Tropical, Blue, Female		100	Each		
2006	BDU, Pants, Blue		3,500	Each		
2007	BDU, Pants, Black		100	Each		
2008	BDU, Shirt, Long Sleeve, Blue		1,200	Each		
2009	BDU, Shirt, Long Sleeve, Black		100	Each		
2010	BDU, Hat, 8-Point, Blue		200	Each		
2011	BDU, Hat, 8-Point, Black		20	Each		
2012	BDU, Pants, Tan		250	Each		
2013	BDU, Shirt, Long Sleeve, Tan		300	Each		
2014	BDU, Shirt, Short Sleeve, Tan		300	Each		
2015	BDU, Hat, 8-Point, Tan		150	Each		
2016	Body Armor, Vest Carrier, Replacement		200	Each		
2017	Body Armor, Vest Carrier, Tactical		100	Each		
2018	Body Armor, Vest Carrier, Wavier		100	Each		
2019	Hat, 8-Point, Blue		375	Each		
2020	Necktie, Blue, Male		1,500	Each		
2021	Necktie, Blue, Female		350	Each		
2022	Jacket, Winter, Male, Blue		400	Each		
2023	Jacket, Winter, Female, Blue		200	Each		
2024	Jacket, Winter, Male, Black		20	Each		
2025	Jacket, Winter, Female, Black		5	Each		
2026	Raincoat, Reflective, (Unisex)		425	Each		
2027	Shirt, Long Sleeve, Blue, Male		2,500	Each		
2028	Shirt, Short Sleeve, Blue, Male		2,500	Each		
2029	Shirt, Short Sleeve, Blue, Female		1,200	Each		

2030	Shirt, Long Sleeve, Blue, Female		1,200	Each		
2031	Belt, Ultra Duty		100	Each		
2032	Mounted/Motor Patrol Helmet		15	Each		
2033	Mounted Patrol Rain Jacket		20	Each		
2034	Mounted Patrol Rain Pants		20	Each		
2035	Mounted Patrol Riding Breeches		40	Each		
2036	Motorcycle Breeches Winter/Summer		100	Each		
2037	Belt, Sam Browne		325	Each		
2038	Visibility Vests		400	Each		
2039	Hat, Winter Trooper, w/MPD Logo		750	Each		
2040	Gloves, White (Pair)		1,000	Each		
2041	Trouser, Tropical, Blue, Unisex (Size: 44-50)		700	Each		
2042	Trouser, Tropical, Blue, Unisex (Size: 22-28)		200	Each		
2043	Trouser, Tropical, Blue, Unisex (Size: 52-56)		200	Each		
2044	Shirt, Long Sleeve, White, Male (Size: 18-20)		50	Each		
2045	Shirt, Long Sleeve, White, Male (Size: 48-52)		50	Each		
2046	Blouse Coat, Tropical Blue, Male (Size: 48-52)		100	Each		
2047	Blouse Coat, Tropical, Blue, Male (Size: 54-60)		25	Each		
2048	Blouse Coat, Tropical, Blue, Male (Size: 62 & Up)		5	Each		
2049	Blouse Coat, Tropical, Blue, Female (Size: 22-28)		50	Each		
2050	BDU, Pants, Blue (Size: 2X to 3X)		400	Each		
2051	BDU, Pants, Blue (Size: 4X to 5X)		25	Each		
2052	BDU, Pants, Black (Size: 2X to 3X)		15	Each		
2053	BDU, Pants, Black (Size: 4X to 5X)		9	Each		
2054	BDU, Shirt, Long Sleeve, Blue (Size: 2X to 3X)		250	Each		
2055	BDU, Shirt, Long Sleeve, Blue (Size: 4X to 5X)		50	Each		
2056	BDU, Shirt, Long Sleeve, Black (Size: 2X to 3X)		15	Each		
2057	BDU, Shirt, Long Sleeve, Black (Size: 4X to 5X)		9	Each		
2058	BDU, Pants, Tan (Size: 2X to 3X)		25	Each		

2059	BDU, Pants, Tan (Size: 4X to 5X)		5	Each		
2060	BDU, Shirt, Long Sleeve, Tan (Size: 2X to 3X)		25	Each		
2061	BDU, Shirt, Long Sleeve, Tan (Size: 4X to 5X)		5	Each		
2062	BDU, Shirt, Short Sleeve, Tan (Size: 2X to 3X)		25	Each		
2063	BDU, Shirt, Short Sleeve, Tan (Size: 4X to 5X)		5	Each		
2064	Mountain Bike, Pants		300	Each		
2065	Mountain Bike, Shirt, Long Sleeve		300	Each		
2066	Mountain Bike, Shirt, Short Sleeve		300	Each		
2067	Mountain Bike, Shorts		300	Each		
2068	Jacket, Winter, Blue, Male (Size: 4X)		25	Each		
2069	Jacket, Winter, Blue, Male (Size: 5X)		10	Each		
2070	Jacket, Winter, Blue, Female (Size: 4X)		20	Each		
2071	Jacket, Winter, Blue, Female (Size: 5X)		10	Each		
2072	Jacket, Winter, Black, Male (Size: 4X)		5	Each		
2073	Jacket, Winter, Black, Male (Size: 5X)		4	Each		
2074	Jacket, Winter, Black, Female (Size: 4X)		5	Each		
2075	Jacket, Winter, Black, Female (Size: 5X)		4	Each		
2076	Raincoat, Reflective, (Unisex) (Size: 4X)		25	Each		
2077	Raincoat, Reflective, (Unisex) (Size: 5X)		10	Each		
2078	Mounted Patrol Rain Jacket (Size: 4X)		5	Each		
2079	Mounted Patrol Rain Jacket (Size: 5X)		2	Each		
2080	Mounted Patrol Rain Pants (Size: 4X)		5	Each		
2081	Mounted Patrol Rain Pants (Size: 5X)		2	Each		
2082	Belt, Sam Browne (Size: 47-52)		25	Each		
2083	Belt, Sam Browne (Size: 54-56)		20	Each		
2084	Body Armor		900	Each		
2085	Shirt, Short Sleeve, White, Female		200	Each		
2086	Shirt, Short Sleeve, White, Male		450	Each		

2087	BDU, Shirt, Short Sleeve, Black		50	Each		
2088	BDU, Shirt, Short Sleeve, Black (2X to 3X)		12	Each		
2089	BDU, Shirt, Short Sleeve, Black (4X to 5X)		6	Each		
2090	BDU, Shirt, Short Sleeve, Blue		400	Each		
2091	BDU, Shirt, Short Sleeve, Blue (2X to 3X)		50	Each		
2092	BDU, Shirt, Short Sleeve, Blue (4X to 5X)		10	Each		
2093	Mountain Bike, Pants		300	Each		
2094	Alternations as described in Section C.5.5					
2094A	Trouser - waist take in	ALT001	10	Each		
2094B	Trouser - waist let out	ALT002	10	Each		
2094C	Trouser - waist & seat take in	ALT003	10	Each		
2094D	Trouser - waist and seat let out	ALT004	10	Each		
2094E	Trouser - waist/seat/crouch take in	ALT005	10	Each		
2094F	Trouser - waist/seat/crouch let out	ALT006	10	Each		
2094G	Trouser - zipper replacement	ALT007	10	Each		
2094H	Overcoat - shorten body	ALT008	10	Each		
2094I	Overcoat - take in sides	ALT009	10	Each		
2094J	Overcoat - let out sides	ALT010	10	Each		
2094K	Overcoat - shorten sleeves	ALT011	10	Each		
2094L	Overcoat - lengthen sleeves	ALT012	10	Each		
2094M	Overcoat - take in center	ALT013	10	Each		
2094N	Sergeant chevrons - sew on	ALT014	1000	Each		
2094O	MPDC shoulder emblem	ALT015	100	Each		
2094P	Vest cover shell repair	ALT016	25	Each		
2094Q	Jacket liner repair	ALT017	10	Each		
2094R	Jacket zipper replacement	ALT018	10	Each		
2094S	Jacket side zipper replacement	ALT019	10	Each		
2094T	Name tag holder sewn on	ALT020	25	Each		
2094U	Buttons - sewn on	ALT021	10	Each		
2094V	Service stripe gold - one	ALT022	100	Each		
2094W	Service stripe gold - two	ALT023	100	Each		
2094X	Service stripe gold - three	ALT024	100	Each		
2094Y	Service stripe gold - four	ALT025	100	Each		
2094Z	Service stripe gold - five	ALT026	100	Each		
2094AA	Blouse/jacket shorten body	ALT027	10	Each		
2094AB	Blouse/jacket lengthen sleeves	ALT028	10	Each		
2094AC	Blouse/jacket shorten sleeves	ALT029	10	Each		

2094AD	Blouse/jacket take in sides	ALT030	10	Each		
2094AE	Blouse/jacket let out sides	ALT031	10	Each		
2094AF	Blouse/jacket take in center seam	ALT032	10	Each		
2094AG	Blouse/jacket add on hooks (per pair)	ALT033	10	Each		
2094AH	Shirt - take in sides	ALT034	10	Each		
2094AI	Shirt - let out sides	ALT035	10	Each		
2094AJ	Shirt - take in center seam	ALT036	10	Each		
2094AK	Jacket/shirt - sew on badge tab	ALT037	10	Each		
2094AL	MPO stripes - sewn on (set)	ALT038	200	Each		
2094AM	PFC stripes - sewn on (set)	ALT039	500	Each		
2094AN	Canine patch - sewn on	ALT040	150	Each		
2094AO	ERT patch- sewn on	ALT041	150	Each		
2094AP	Motorman wheel - sewn on	ALT042	150	Each		
2094AQ	Cadet patch - sewn on	ALT043	100	Each		
2094AR	Add buttons to trousers	ALT044	10	Each		
Estimated Grand Total for B.4.4 Option Two						

B.4.5 Option Year Three

CLIN No.	Item Description	Manufacturer/ Stock Number	Est. Qty	Unit of Measure	Unit Price	Total Extended
3001	Trousers, Tropical, Blue, Unisex		4,000	Each		
3002	Shirt, Long Sleeve, White, Male		400	Each		
3003	Shirt, Long Sleeve, White, Female		200	Each		
3004	Blouse Coat, Tropical, Blue, Male		250	Each		
3005	Blouse Coat, Tropical, Blue, Female		100	Each		
3006	BDU, Pants, Blue		3,500	Each		
3007	BDU, Pants, Black		100	Each		
3008	BDU, Shirt, Long Sleeve, Blue		1,200	Each		
3009	BDU, Shirt, Long Sleeve, Black		100	Each		
3010	BDU, Hat, 8-Point, Blue		200	Each		
3011	BDU, Hat, 8-Point, Black		20	Each		
3012	BDU, Pants, Tan		250	Each		
3013	BDU, Shirt, Long Sleeve, Tan		300	Each		
3014	BDU, Shirt, Short Sleeve, Tan		300	Each		
3015	BDU, Hat, 8-Point, Tan		150	Each		
3016	Body Armor, Vest Carrier, Replacement		200	Each		
3017	Body Armor, Vest Carrier, Tactical		100	Each		
3018	Body Armor, Vest Carrier, Wavier		100	Each		
3019	Hat, 8-Point, Blue		375	Each		
3020	Necktie, Blue, Male		1,500	Each		
3021	Necktie, Blue, Female		350	Each		
3022	Jacket, Winter, Male, Blue		400	Each		
3023	Jacket, Winter, Female, Blue		200	Each		
3024	Jacket, Winter, Male, Black		20	Each		
3025	Jacket, Winter, Female, Black		5	Each		
3026	Raincoat, Reflective, (Unisex)		425	Each		
3027	Shirt, Long Sleeve, Blue, Male		2,500	Each		
3028	Shirt, Short Sleeve, Blue, Male		2,500	Each		
3029	Shirt, Short Sleeve, Blue, Female		1,200	Each		

3030	Shirt, Long Sleeve, Blue, Female		1,200	Each		
3031	Belt, Ultra Duty		100	Each		
3032	Mounted/Motor Patrol Helmet		15	Each		
3033	Mounted Patrol Rain Jacket		20	Each		
3034	Mounted Patrol Rain Pants		20	Each		
3035	Mounted Patrol Riding Breeches		40	Each		
3036	Motorcycle Breeches Winter/Summer		100	Each		
3037	Belt, Sam Browne		325	Each		
3038	Visibility Vests		400	Each		
3039	Hat, Winter Trooper, w/MPD Logo		750	Each		
3040	Gloves, White (Pair)		1,000	Each		
3041	Trouser, Tropical, Blue, Unisex (Size: 44-50)		700	Each		
3042	Trouser, Tropical, Blue, Unisex (Size: 22-28)		200	Each		
3043	Trouser, Tropical, Blue, Unisex (Size: 52-56)		200	Each		
3044	Shirt, Long Sleeve, White, Male (Size: 18-20)		50	Each		
3045	Shirt, Long Sleeve, White, Male (Size: 48-52)		50	Each		
3046	Blouse Coat, Tropical Blue, Male (Size: 48-52)		100	Each		
3047	Blouse Coat, Tropical, Blue, Male (Size: 54-60)		25	Each		
3048	Blouse Coat, Tropical, Blue, Male (Size: 62 & Up)		5	Each		
3049	Blouse Coat, Tropical, Blue, Female (Size: 22-28)		50	Each		
3050	BDU, Pants, Blue (Size: 2X to 3X)		400	Each		
3051	BDU, Pants, Blue (Size: 4X to 5X)		25	Each		
3052	BDU, Pants, Black (Size: 2X to 3X)		15	Each		
3053	BDU, Pants, Black (Size: 4X to 5X)		9	Each		
3054	BDU, Shirt, Long Sleeve, Blue (Size: 2X to 3X)		250	Each		
3055	BDU, Shirt, Long Sleeve, Blue (Size: 4X to 5X)		50	Each		
3056	BDU, Shirt, Long Sleeve, Black (Size: 2X to 3X)		15	Each		
3057	BDU, Shirt, Long Sleeve, Black (Size: 4X to 5X)		9	Each		
3058	BDU, Pants, Tan (Size: 2X to 3X)		25	Each		
3059	BDU, Pants, Tan (Size: 4X		5	Each		

	to 5X)					
3060	BDU, Shirt, Long Sleeve, Tan (Size: 2X to 3X)		25	Each		
3061	BDU, Shirt, Long Sleeve, Tan (Size: 4X to 5X)		5	Each		
3062	BDU, Shirt, Short Sleeve, Tan (Size: 2X to 3X)		25	Each		
3063	BDU, Shirt, Short Sleeve, Tan (Size: 4X to 5X)		5	Each		
3064	Mountain Bike, Pants		300	Each		
3065	Mountain Bike, Shirt, Long Sleeve		300	Each		
3066	Mountain Bike, Shirt, Short Sleeve		300	Each		
3067	Mountain Bike, Shorts		300	Each		
3068	Jacket, Winter, Blue, Male (Size: 4X)		25	Each		
3069	Jacket, Winter, Blue, Male (Size: 5X)		10	Each		
3070	Jacket, Winter, Blue, Female (Size: 4X)		20	Each		
3071	Jacket, Winter, Blue, Female (Size: 5X)		10	Each		
3072	Jacket, Winter, Black, Male (Size: 4X)		5	Each		
3073	Jacket, Winter, Black, Male (Size: 5X)		4	Each		
3074	Jacket, Winter, Black, Female (Size: 4X)		5	Each		
3075	Jacket, Winter, Black, Female (Size: 5X)		4	Each		
3076	Raincoat, Reflective, (Unisex) (Size: 4X)		25	Each		
3077	Raincoat, Reflective, (Unisex) (Size: 5X)		10	Each		
3078	Mounted Patrol Rain Jacket (Size: 4X)		5	Each		
3079	Mounted Patrol Rain Jacket (Size: 5X)		2	Each		
3080	Mounted Patrol Rain Pants (Size: 4X)		5	Each		
3081	Mounted Patrol Rain Pants (Size: 5X)		2	Each		
3082	Belt, Sam Browne (Size: 47-52)		25	Each		
3083	Belt, Sam Browne (Size: 54-56)		20	Each		
3084	Body Armor		900	Each		
3085	Shirt, Short Sleeve, White, Female		200	Each		
3086	Shirt, Short Sleeve, White, Male		450	Each		
3087	BDU, Shirt, Short Sleeve,		50	Each		

	Black					
3088	BDU, Shirt, Short Sleeve, Black (2X to 3X)		12	Each		
3089	BDU, Shirt, Short Sleeve, Black (4X to 5X)		6	Each		
3090	BDU, Shirt, Short Sleeve, Blue		400	Each		
3091	BDU, Shirt, Short Sleeve, Blue (2X to 3X)		50	Each		
3092	BDU, Shirt, Short Sleeve, Blue (4X to 5X)		10	Each		
3093	Mountain Bike, Pants		300	Each		
3094	Alternations as described in Section C.5.5					
3094A	Trouser - waist take in	ALT001	10	Each		
3094B	Trouser - waist let out	ALT002	10	Each		
3094C	Trouser - waist & seat take in	ALT003	10	Each		
3094D	Trouser - waist and seat let out	ALT004	10	Each		
3094E	Trouser - waist/seat/crouch take in	ALT005	10	Each		
3094F	Trouser - waist/seat/crouch let out	ALT006	10	Each		
3094G	Trouser - zipper replacement	ALT007	10	Each		
3094H	Overcoat - shorten body	ALT008	10	Each		
3094I	Overcoat - take in sides	ALT009	10	Each		
3094J	Overcoat - let out sides	ALT010	10	Each		
3094K	Overcoat - shorten sleeves	ALT011	10	Each		
3094L	Overcoat - lengthen sleeves	ALT012	10	Each		
3094M	Overcoat - take in center	ALT013	10	Each		
3094N	Sergeant chevrons - sew on	ALT014	1000	Each		
3094O	MPDC shoulder emblem	ALT015	100	Each		
3094P	Vest cover shell repair	ALT016	25	Each		
3094Q	Jacket liner repair	ALT017	10	Each		
3094R	Jacket zipper replacement	ALT018	10	Each		
3094S	Jacket side zipper replacement	ALT019	10	Each		
3094T	Name tag holder sewn on	ALT020	25	Each		
3094U	Buttons - sewn on	ALT021	10	Each		
3094V	Service stripe gold - one	ALT022	100	Each		
3094W	Service stripe gold - two	ALT023	100	Each		
3094X	Service stripe gold - three	ALT024	100	Each		
3094Y	Service stripe gold - four	ALT025	100	Each		
3094Z	Service stripe gold - five	ALT026	100	Each		
3094AA	Blouse/jacket shorten body	ALT027	10	Each		
3094AB	Blouse/jacket lengthen sleeves	ALT028	10	Each		
3094AC	Blouse/jacket shorten sleeves	ALT029	10	Each		
3094AD	Blouse/jacket take in sides	ALT030	10	Each		

3094AE	Blouse/jacket let out sides	ALT031	10	Each		
3094AF	Blouse/jacket take in center seam	ALT032	10	Each		
3094AG	Blouse/jacket add on hooks (per pair)	ALT033	10	Each		
3094AH	Shirt - take in sides	ALT034	10	Each		
3094AI	Shirt - let out sides	ALT035	10	Each		
3094AJ	Shirt - take in center seam	ALT036	10	Each		
3094AK	Jacket/shirt - sew on badge tab	ALT037	10	Each		
3094AL	MPO stripes - sewn on (set)	ALT038	200	Each		
3094AM	PFC stripes - sewn on (set)	ALT039	500	Each		
3094AN	Canine patch - sewn on	ALT040	150	Each		
3094AO	ERT patch- sewn on	ALT041	150	Each		
3094AP	Motorman wheel - sewn on	ALT042	150	Each		
3094AQ	Cadet patch - sewn on	ALT043	100	Each		
3094AR	Add buttons to trousers	ALT044	10	Each		
Estimated Grand Total for B.4.5 Option Year Three						

B.4.6 Option Year Four

CLIN No.	Item Description	Manufacturer/ Stock Number	Est. Qty	Unit of Measure	Unit Price	Total Extended
4001	Trousers, Tropical, Blue, Unisex		4,000	Each		
4002	Shirt, Long Sleeve, White, Male		400	Each		
4003	Shirt, Long Sleeve, White, Female		200	Each		
4004	Blouse Coat, Tropical, Blue, Male		250	Each		
4005	Blouse Coat, Tropical, Blue, Female		100	Each		
4006	BDU, Pants, Blue		3,500	Each		
4007	BDU, Pants, Black		100	Each		
4008	BDU, Shirt, Long Sleeve, Blue		1,200	Each		
4009	BDU, Shirt, Long Sleeve, Black		100	Each		
4010	BDU, Hat, 8-Point, Blue		200	Each		
4011	BDU, Hat, 8-Point, Black		20	Each		
4012	BDU, Pants, Tan		250	Each		
4013	BDU, Shirt, Long Sleeve, Tan		300	Each		
4014	BDU, Shirt, Short Sleeve, Tan		300	Each		
4015	BDU, Hat, 8-Point, Tan		150	Each		
4016	Body Armor, Vest Carrier, Replacement		200	Each		
4017	Body Armor, Vest Carrier, Tactical		100	Each		
4018	Body Armor, Vest Carrier, Wavier		100	Each		
4019	Hat, 8-Point, Blue		375	Each		
4020	Necktie, Blue, Male		1,500	Each		
4021	Necktie, Blue, Female		350	Each		
4022	Jacket, Winter, Male, Blue		400	Each		
4023	Jacket, Winter, Female, Blue		200	Each		
4024	Jacket, Winter, Male, Black		20	Each		
4025	Jacket, Winter, Female, Black		5	Each		
4026	Raincoat, Reflective, (Unisex)		425	Each		
4027	Shirt, Long Sleeve, Blue, Male		2,500	Each		
4028	Shirt, Short Sleeve, Blue, Male		2,500	Each		
4029	Shirt, Short Sleeve, Blue, Female		1,200	Each		

4030	Shirt, Long Sleeve, Blue, Female		1,200	Each		
4031	Belt, Ultra Duty		100	Each		
4032	Mounted/Motor Patrol Helmet		15	Each		
4033	Mounted Patrol Rain Jacket		20	Each		
4034	Mounted Patrol Rain Pants		20	Each		
4035	Mounted Patrol Riding Breeches		40	Each		
4036	Motorcycle Breeches Winter/Summer		100	Each		
4037	Belt, Sam Browne		325	Each		
4038	Visibility Vests		400	Each		
4039	Hat, Winter Trooper, w/MPD Logo		750	Each		
4040	Gloves, White (Pair)		1,000	Each		
4041	Trouser, Tropical, Blue, Unisex (Size: 44-50)		700	Each		
4042	Trouser, Tropical, Blue, Unisex (Size: 22-28)		200	Each		
4043	Trouser, Tropical, Blue, Unisex (Size: 52-56)		200	Each		
4044	Shirt, Long Sleeve, White, Male (Size: 18-20)		50	Each		
4045	Shirt, Long Sleeve, White, Male (Size: 48-52)		50	Each		
4046	Blouse Coat, Tropical Blue, Male (Size: 48-52)		100	Each		
4047	Blouse Coat, Tropical, Blue, Male (Size: 54-60)		25	Each		
4048	Blouse Coat, Tropical, Blue, Male (Size: 62 & Up)		5	Each		
4049	Blouse Coat, Tropical, Blue, Female (Size: 22-28)		50	Each		
4050	BDU, Pants, Blue (Size: 2X to 3X)		400	Each		
4051	BDU, Pants, Blue (Size: 4X to 5X)		25	Each		
4052	BDU, Pants, Black (Size: 2X to 3X)		15	Each		
4053	BDU, Pants, Black (Size: 4X to 5X)		9	Each		
4054	BDU, Shirt, Long Sleeve, Blue (Size: 2X to 3X)		250	Each		
4055	BDU, Shirt, Long Sleeve, Blue (Size: 4X to 5X)		50	Each		
4056	BDU, Shirt, Long Sleeve, Black (Size: 2X to 3X)		15	Each		
4057	BDU, Shirt, Long Sleeve, Black (Size: 4X to 5X)		9	Each		
4058	BDU, Pants, Tan (Size: 2X to 3X)		25	Each		

4059	BDU, Pants, Tan (Size: 4X to 5X)		5	Each		
4060	BDU, Shirt, Long Sleeve, Tan (Size: 2X to 3X)		25	Each		
4061	BDU, Shirt, Long Sleeve, Tan (Size: 4X to 5X)		5	Each		
4062	BDU, Shirt, Short Sleeve, Tan (Size: 2X to 3X)		25	Each		
4063	BDU, Shirt, Short Sleeve, Tan (Size: 4X to 5X)		5	Each		
4064	Mountain Bike, Pants		400	Each		
4065	Mountain Bike, Shirt, Long Sleeve		300	Each		
4066	Mountain Bike, Shirt, Short Sleeve		300	Each		
4067	Mountain Bike, Shorts		300	Each		
4068	Jacket, Winter, Blue, Male (Size: 4X)		25	Each		
4069	Jacket, Winter, Blue, Male (Size: 5X)		10	Each		
4070	Jacket, Winter, Blue, Female (Size: 4X)		20	Each		
4071	Jacket, Winter, Blue, Female (Size: 5X)		10	Each		
4072	Jacket, Winter, Black, Male (Size: 4X)		5	Each		
4073	Jacket, Winter, Black, Male (Size: 5X)		4	Each		
4074	Jacket, Winter, Black, Female (Size: 4X)		5	Each		
4075	Jacket, Winter, Black, Female (Size: 5X)		4	Each		
4076	Raincoat, Reflective, (Unisex) (Size: 4X)		25	Each		
4077	Raincoat, Reflective, (Unisex) (Size: 5X)		10	Each		
4078	Mounted Patrol Rain Jacket (Size: 4X)		5	Each		
4079	Mounted Patrol Rain Jacket (Size: 5X)		2	Each		
4080	Mounted Patrol Rain Pants (Size: 4X)		5	Each		
4081	Mounted Patrol Rain Pants (Size: 5X)		2	Each		
4082	Belt, Sam Browne (Size: 47-52)		25	Each		
4083	Belt, Sam Browne (Size: 54-56)		20	Each		
4084	Body Armor		900	Each		
4085	Shirt, Short Sleeve, White, Female		200	Each		
4086	Shirt, Short Sleeve, White, Male		450	Each		

4087	BDU, Shirt, Short Sleeve, Black		50	Each		
4088	BDU, Shirt, Short Sleeve, Black (2X to 3X)		12	Each		
4089	BDU, Shirt, Short Sleeve, Black (4X to 5X)		6	Each		
4090	BDU, Shirt, Short Sleeve, Blue		400	Each		
4091	BDU, Shirt, Short Sleeve, Blue (2X to 3X)		50	Each		
4092	BDU, Shirt, Short Sleeve, Blue (4X to 5X)		10	Each		
4093	Mountain Bike, Pants		300	Each		
4094	Alternations as described in Section C.5.5					
4094A	Trouser - waist take in	ALT001	10	Each		
4094B	Trouser - waist let out	ALT002	10	Each		
4094C	Trouser - waist & seat take in	ALT003	10	Each		
4094D	Trouser - waist and seat let out	ALT004	10	Each		
4094E	Trouser - waist/seat/crouch take in	ALT005	10	Each		
4094F	Trouser - waist/seat/crouch let out	ALT006	10	Each		
4094G	Trouser - zipper replacement	ALT007	10	Each		
4094H	Overcoat - shorten body	ALT008	10	Each		
4094I	Overcoat - take in sides	ALT009	10	Each		
4094J	Overcoat - let out sides	ALT010	10	Each		
4094K	Overcoat - shorten sleeves	ALT011	10	Each		
4094L	Overcoat - lengthen sleeves	ALT012	10	Each		
4094M	Overcoat - take in center	ALT013	10	Each		
4094N	Sergeant chevrons - sew on	ALT014	1000	Each		
4094O	MPDC shoulder emblem	ALT015	100	Each		
4094P	Vest cover shell repair	ALT016	25	Each		
4094Q	Jacket liner repair	ALT017	10	Each		
4094R	Jacket zipper replacement	ALT018	10	Each		
4094S	Jacket side zipper replacement	ALT019	10	Each		
4094T	Name tag holder sewn on	ALT020	25	Each		
4094U	Buttons - sewn on	ALT021	10	Each		
4094V	Service stripe gold - one	ALT022	100	Each		
4094W	Service stripe gold - two	ALT023	100	Each		
4094X	Service stripe gold - three	ALT024	100	Each		
4094Y	Service stripe gold - four	ALT025	100	Each		
4094Z	Service stripe gold - five	ALT026	100	Each		
4094AA	Blouse/jacket shorten body	ALT027	10	Each		
4094AB	Blouse/jacket lengthen sleeves	ALT028	10	Each		
4094AC	Blouse/jacket shorten sleeves	ALT029	10	Each		

4094AD	Blouse/jacket take in sides	ALT030	10	Each		
4094AE	Blouse/jacket let out sides	ALT031	10	Each		
4094AF	Blouse/jacket take in center seam	ALT032	10	Each		
4094AG	Blouse/jacket add on hooks (per pair)	ALT033	10	Each		
4094AH	Shirt - take in sides	ALT034	10	Each		
4094AI	Shirt - let out sides	ALT035	10	Each		
4094AJ	Shirt - take in center seam	ALT036	10	Each		
4094AK	Jacket/shirt - sew on badge tab	ALT037	10	Each		
4094AL	MPO stripes - sewn on (set)	ALT038	200	Each		
4094AM	PFC stripes - sewn on (set)	ALT039	500	Each		
4094AN	Canine patch - sewn on	ALT040	150	Each		
4094AO	ERT patch- sewn on	ALT041	150	Each		
4094AP	Motorman wheel - sewn on	ALT042	150	Each		
4094AQ	Cadet patch - sewn on	ALT043	100	Each		
4094AR	Add buttons to trousers	ALT044	10	Each		
Estimated Grand Total for B.4.6 Option Year 4						

B.4.7 Total Estimated for Price Summary

TOTAL ESTIMATED BID FOR PRICE SUMMARY	
Period of Performance	Estimated Totals
B.4.2 Base Year Total:	
B.4.3 Option Year 1 Total:	
B.4.4 Option Year 2 Total:	
B.4.5 Option Year 3 Total:	
B.4.6 Option Year 4 Total:	
Grand Totals of B.4.2 through B.4.6:	\$_____.

B.5 A bidder responding to this solicitation must submit with its bid, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least **35%** of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

B.6 BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

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

 Vendor's Name

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The District of Columbia’s Metropolitan Police Department (MPD) needs a contractor to provide police uniforms and equipment to approximately four thousand one hundred (4,100) active police officers and five hundred (500) civilian employees on an as-needed basis.

MPD’s objective is to purchase uniforms and equipment for officers and civilian employees during various time frames. The Contractor is responsible for providing same day services, have a variety of on-the-shelf stock sizing with the ability to provide additional sizes with a short “turn-around” period, and maintain sufficient stock on-hand to provide a significant portion of MPD officers with the required equipment and supplies in the event of an emergency.

C.2 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Date
1.	DCMR 6A	Police Personnel, Chapter 6 – Uniform and Equipment, available from internet website: http://os.dc.gov/os/frames.asp?doc=/os/lib/os/info/odai/title_6a/06.pdf	02/07/1992
2.	MPD Directives	General Order No. GO-PER-110.11, DC Metropolitan Police Department, General Order Standards for Uniforms and Equipment, available from internet website: http://www.mpdc.org/GO/3809000.pdf	7/22/2002
3	DC Official Code 2001 Edition	District of Columbia Official Code, Division I. Government of District, Title 5, Chapter 1. Metropolitan Police, Subchapter VI. Clothing, <i>DC Code § 5-111.02 – Display of United States flag or colors</i> , available from internet website: http://weblinks.westlaw.com/result/Default.aspx?action=Search&cfid=1&cnt=DOC&db=DC%2DST%2DWEB&eq=search&fmqv=c&fn=%5Ftop&method=WIN&n=2&origin=Search&query=police+clothing&rlt=CLID%5FQRYRLT973492211264&rldb=CLID%5FDB25051911264&rti=1&rp=%2Fsearch%2Fdefault%2Ewl&rs=GVT1%2E0&service=Search&sp=dcc%2D1000&srch=TRUE&ss=CNT&sskey=CLID%5FSSSA455051911264&vr=2%2E0	06/30/1970

C.3 DEFINITIONS

N/A

C.4 BACKGROUND

The Metropolitan Police Department of the District of Columbia works to prevent crime and the fear of crime, in an effort to build safe and healthy communities throughout the District of Columbia. The Equipment and Supplies Branch (ESB) of the General Support Services Division,

in the Corporate Support Bureau, is responsible for the requisitioning, control, and issuance of Departmental uniforms, equipment and supplies in order to properly outfit and equip MPD's officers. ESB will act as the primary contact and liaison for the Uniform and Equipment Products and Services contract.

C.5 REQUIREMENTS

C.5.1 General Requirement

- C.5.1.1** The Contractor shall conform to the product specifications and guarantee that all garments will fit and satisfy authorized representatives in accordance with the specification of this contract. The contractor shall ensure that the body armor fittings are conducted by trained personal so as to ensure a proper and comfortable fit.
- C.5.1.2** The Contractor shall ensure that all uniforms and equipment delivered comply with the technical specifications described in Attachment J.10.
- C.5.1.3** The Contractor shall safeguard all items. All missing items shall be reported within 24 hours of noticing their disappearance to the Contract Administrator (CA).
- C.5.1.4** The Contractor shall furnish all department emblems as specified in the technical product specification of contract. (Attachment J.10). The Contractor shall affix (sew) all emblems in the appropriate places on the uniform prior to delivery.
- C.5.1.5** The Contractor shall maintain a composite stock of uniforms to equal a minimum of twenty-five percent (25%) of the total annual requirements at contractor's own secured facility site. At the start of the last month of this contract and option years, the composite stock may decline to fifteen percent (15%) of total annual requirement. MPD will not purchase remaining stock at the end of the contract or option years.
- C.5.1.6** The Contractor shall fulfill uniform and equipment work order requests upon receipt of an official voucher form indicating an expiration date 14 days from the issuance date. The Contractor shall not honor any expired voucher forms without prior written approval of the CA.
- C.5.1.7** The Contractor shall provide a facility that is capable of performing alteration for uniforms during the term of the contract. The Contractor's facility shall be set-up in a manner that will allow authorized personnel to walk-in and have their measurements taken for new uniforms or to exchange a product item due to incorrect clothing sizes and flaws. The Contractor's facility shall serve as the central location site for fitting, alteration, and distribution of uniforms.
- C.5.1.8** The contractor shall maintain a facility located within the District of Columbia for the purpose of delivering items to MPD members. The facility shall include at a minimum the following:
- (1) Be open for business from 8:00 a.m. through 5:00 p.m., Monday through Friday.
 - (2) Have fifteen (15) off-street parking spaces for their customers.
 - (3) Have adequate personnel to provide services required within 30 minutes of arrival and the capacity to maintain this requirement during times of high demand.

- (4) Have experienced and quantified personnel to fit the uniforms and make required alterations of uniforms, as deemed necessary. Fittings and alterations must be completed within one (1) business day of the fitting.

C.5.2 Delivery

- C.5.2.1** The Contractor shall not deliver uniforms or equipment to any person(s) other than those duly authorized to receive said goods. Goods delivered to unauthorized personnel will not receive payment and solely at the contractor's own expense. The Contractor shall immediately notify the CA of requests for any unauthorized delivery orders and report any unauthorized deliveries for security purposes.
- C.5.2.2** The Contractor shall deliver all items ordered in accordance with the Metropolitan Police Department, General Order Standards for Uniforms and Equipment. In addition, the Contractor shall ensure authorized items are available at the contractor's location for pick-up.
- C.5.2.3** The Contractor shall provide same-day services for all items except custom ordered body armor. Custom ordered body armor shall be received no more than six (6) weeks from the date the authorized individual was fitted/measured.
- C.3.2.4** The District will return any garment received in unusable condition to the Contractor at contractor's expense for replacement.
- C.3.2.5** The Contractor shall ensure all merchandise delivered, throughout the duration of this contract is labeled, and packaged as specified in the technical product specification referenced in Attachment J.10.

C.5.3 Reporting

- C.5.3.1** During the final two (2) months of the contract term, the contractor shall submit the voucher report every Wednesday until the conclusion of the contract term.
- C.5.3.2** The Contractor shall prepare and submit a weekly voucher report detailing the quantity, type of voucher received, cost, and date issued every Wednesday. This report shall be placed in a MS-Excel spreadsheet format and be transmitted electronically to the CA.

C.5.4 Pre-Fitting and First Time Alterations for New Uniforms

- C.5.4.1** The Contractor shall provide a dedicated person or persons to conduct uniform fittings and make required alterations of uniforms, as deemed necessary. The Contractor shall ensure that alterations are completed within forty-eight (48) hours of the fitting.
- C.5.4.2** The Contractor shall be responsible for fitting individuals for new uniforms and making required alterations of officer's uniforms at no additional cost to the District. All alterations shall take place prior to delivery or pick-up.
- C.5.4.3** Alternations shall include but are not limited to: (1) hemming trousers and shirts, (2) sewing on emblems, patches, and insignias, (3) adjusting lengths in coats, pants, and shirts, etc. The District will reject any officer's uniforms that are not properly altered.

The Contractor shall only furnish new, clean, and neat pressed uniforms to the District. Any and all costs incurred in order to correct alteration problems with new uniforms shall be the responsibility of the contractor.

C.5.5 Alterations of Previous Purchased Uniforms

C.5.5.1 The Contractor shall provide “life-time” alterations of previously purchased uniforms on an as needed basis.

C.5.5.2 The Contractor shall perform “life time” alteration services, at a fixed unit price, in accordance with description specified in CLINs 0094A to 0094AR, CLINs 1094A to 1094AR, CLINs 2094A to 2094AR, CLINs 3094A to 3094AR and CLINs 4094A to 4094AR of Section B.4 Price Schedule. The prices charged to the District for the alteration services of purchased police uniforms (excluding new police uniforms) shall include the cost of the delivery within the unit price.

SECTION D: PACKAGING AND MARKING

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

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this 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. (Attachment J.1)
- E.1.2** The contract administrator will conduct routine inspection and acceptance of the housekeeping and maintenance of the contractor's facility and the quality of the uniforms and equipment as specified and in accordance with the requirements in Section C.5 of the contract.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) base year period from date of award specified on the cover page of this contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor 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(s) shall be as specified in the Section B of the contract.

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

F.3 DELIVERABLES

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

CLIN	Deliverable	Quantity	Format/ Method of Delivery	Due Date
C.5.4.1	Bi-monthly Detailed Voucher Report	1	Electronic spreadsheet in MS-Excel format/ Email document to CA	5th and 20th of each month
C.5.4.2	Weekly Voucher Report	1	Electronic spreadsheet in MS-Excel format/ Email document to CA	Every Wednesday for final two months of contract term

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

SECTION G: CONTRACT ADMINISTRATION

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 with concurrent copies to the Contract Administrator (CA) specified in Section G.9 below. The address of the CFO is:

Metropolitan Police Department
CFO/Equipment Supply Branch
2250 Railroad Ave, SE
Washington, DC 20020
202-645-0128

- 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 (date invoices as of the date of mailing or transmittal);
 - G.2.2.2** Contract number and invoice number;
 - G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
 - G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
 - G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
 - G.2.2.6** Name, title, phone number of person preparing the invoice;
 - G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
 - G.2.2.8** Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- G.3.2** The District shall not make final payment to the Contractor until the agency 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

- G.4.1** The District will pay the full amount due the Contractor under this contract after:
- a) Completion and acceptance of each item in accordance with the agreed upon delivery schedule; 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 to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.
- G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

- G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:
- a) the 3rd day after the required payment date for meat or a meat product;
 - b) the 5th day after the required payment date for an agricultural commodity; or
 - c) the 15th day after the required payment date for any other item.

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

G.6.2 Payments to Subcontractors

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

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

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

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

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

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

G.6.3 Subcontract requirements

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

G.7 CONTRACTING OFFICER (CO)

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

Courtney Lattimore
Goods Commodity Manager
441 – 4th Street N.W., Room 700 South
Washington, DC 20001
202-727-0252
202-727-8843
courtney.lattimore@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.8.1** The CO 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 CO.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT ADMINISTRATOR (CA)

- G.9.1** The CA is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
 - G.9.1.1** Keeping the CA fully informed of any technical or contractual difficulties encountered during the performance period and advising the CA of any potential problem areas under the contract;
 - G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
 - G.9.1.3** Reviewing invoices for completed work and recommending approval by the CA if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
 - G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
 - G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.2** The address and telephone number of the CA is:

Michael Gee
Manager, Equipment and Supply Branch
Metropolitan Police Department
Corporate Support Group, General Support Services Division,
Equipment and Supplies Branch
2250 Railroad Ave, SE,
Washington, DC 20020
202-645-0133

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

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

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

G.10 ORDERING CLAUSE

G.10.1 Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders, task orders, or vouchers by the Contracting Officer. Such orders/vouchers may be issued during the term of this contract.

G.10.2 All delivery orders, task orders, or vouchers are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order, task order, or vouchers and this contract, the contract shall control.

G.10.3 If mailed, a delivery order, task order or voucher is considered "issued" when the District deposits the order in the mail. Orders or vouchers may be issued by facsimile or by electronic commerce methods.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

H.1.2 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 10, dated June 15, 2010, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

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

Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

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

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.6) in which the Contractor shall agree that:

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

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

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

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

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

- (1) Document in a report to the CO the Contractor’s compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and

(d) Any documentation supporting the waiver request pursuant to section H.5.6.

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

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

H.5.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO 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 this contract any decision of the CO pursuant to this section H.5.8.

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

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

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

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

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

H.8 WAY TO WORK AMENDMENT ACT OF 2006

H.8.1 Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

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

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

H.8.4 The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.8.5 The Contractor shall provide a copy of the Fact Sheet attached as J.4 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.3 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

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

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

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

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

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

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

- H.9.1.1** For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.
- H.9.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- H.9.1.3** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

H.9.2 Subcontracting Plan

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

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

- H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
 - H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
 - H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
 - H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
 - H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
 - H.9.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
 - H.9.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
 - H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.
- H.9.3 Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:
- H.9.3.1** The dollar amount of the contract or procurement;
 - H.9.3.2** A brief description of the goods procured or the services contracted for;
 - H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;
 - H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
 - H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

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

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

H.9.4 Enforcement and Penalties for Breach of Subcontracting Plan

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

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

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

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. 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

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

I.5.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data

processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless

- (i) the data is marked by the Contractor with the following legend:
- (ii)

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____ with (Contractor's Name); and

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

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

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

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. 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

I.8.1 GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

I.8.1.1 Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

I.8.1.2 Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

- I.8.1.3** Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
- I.8.1.4** Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
- I.8.1.5** Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$1,000,000.00 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
- I.8.2** **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- I.8.3** **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- I.8.4** **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- I.8.5** **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- I.8.6** **NOTIFICATION.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- I.8.7** **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Courtney Lattimore
Goods Commodity Manager
441 – 4th Street N.W., Room 700 South
Washington, DC 20001
202-727-0252
202-727-8843
courtney.lattimore@dc.gov

I.8.8 DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.6. An award cannot be made to any bidder who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

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

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

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.12 GOVERNING LAW

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

I.13 ESTIMATED QUANTITIES

It is the intent of the District to secure a contract for all of the needs of the designated agencies for items specified herein which may occur during the contract term. The District agrees that it will purchase its requirements of the articles or services included herein from the Contractor. Articles or services specified herein have a history of repetitive use in the District agencies. The estimated quantities stated in the IFB reflect the best estimates available. 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 his obligation to fill all such orders. Orders will be placed from time to

time if and when needs arise for delivery, all charges prepaid, to the ordering agency. The District does not guarantee to order any specific quantities of any item(s) or work hours of service.

SECTION J: ATTACHMENTS

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

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

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 TYPE OF BUSINESS ORGANIZATION

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

(a) It operates as:

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

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

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

K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

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

Bidder _____ Date _____

Name _____ Title _____

Signature _____

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

K.3 BUY AMERICAN CERTIFICATION

The bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (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 (Attachment J.1), “District Employees Not To Benefit” will benefit from this contract.

_____ The following person(s) listed in clause 13 of the SCP (Attachment J.1) may benefit from this contract. For each person listed, attach the affidavit required by clause 13

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to:

- (i) those prices
- (ii) the intention to submit a contract, or
- (iii) the methods or factors used to calculate the prices in the contract.

2) The prices in this contract have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before contract opening unless otherwise required by law; and

3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

(b) Each signature on the 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.6 TAX CERTIFICATION

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

K.7 CERTIFICATION OF ELIGIBILITY

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

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

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

K.8 WALSH-HEALEY ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. §§ 35-45) (the “Act”, as used in this section), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2) (41 U.S.C. §40). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. §214).

**K.9 METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE
USE OF CONTRACT BY MEMBERS COMPRISING THE METROPOLITAN
WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.**

- A. If authorized by the bidder, resultant contract(s) will be extended to any or all of the listed members as designated by the bidder in section B.6 to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing this contract will place its own order(s) with the Contractor. There shall be no obligation on the part of any participating member to utilize the contract.
- C. A negative reply will not adversely affect consideration of your bid.
- D. It is the Contractor’s responsibility to notify the members shown below of the availability of the contract.
- E. Each participating jurisdiction has the option of executing a separate contract with the Contractor. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that jurisdiction.

- F. The District shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the Contractor.
- G. If authorized by the bidder, resultant contract(s) will be extended to any or all of the listed members as designated by the bidder in section B.6 to purchase at contract prices in accordance with contract terms.
- H. Any member utilizing this contract will place its own order(s) with the Contractor. There shall be no obligation on the part of any participating member to utilize the contract.
- I. A negative reply will not adversely affect consideration of your bid.
- J. It is the Contractor's responsibility to notify the members shown below of the availability of the contract.
- K. Each participating jurisdiction has the option of executing a separate contract with the Contractor. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that jurisdiction.
- L. The District shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the Contractor.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

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

L.1.2 The District intends to award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest-priced technically acceptable bid. In order to be considered technically acceptable, the bid must meet the minimum requirements set forth in Section L of this request.

L.2 PREPARATION AND SUBMISSION OF BIDS

L.2.1 Bidders shall submit a signed original and four (4) copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted as specified in Section A.3 in a sealed envelope conspicuously marked:**

**“Bid in Response to Solicitation No. DCFA-2010-B-0235
MPD Police Uniforms and Equipment”.**

L.2.1.1 Each Bidder shall submit with its bid the following required documents:

- a. Provide a law enforcement uniform catalog or descriptive literature illustrating each product item to be provided as reference in Section C.5.1.2 of this solicitation.
- b. Provide proof of a business facility located in the District of Columbia in the form of the following document at a minimum: a business operating permit and location of the facility. The set-up of the business facility shall be suitable to meet the minimum requirements as described in Section C of this solicitation.
- c. Provide resumes of the dedicated and trained staff person(s) who will perform the fitting, measuring, and alternation of uniforms for this procurement.
- d. A notarized statement detailing its subcontracting plan in accordance with Section H.9 Subcontracting Requirements of this solicitation.
- e. Three (3) Past Performance Evaluations from clients similar in size and nature as the District; and
- f. All compliance documents referenced in J.5 through J.9.

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 IFB.

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

L.3 FAMILIARIZATION WITH CONDITIONS

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

L.4 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than 10:00:00 a.m. local time on date as specified in Section A.9 of this solicitation.

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

L.10 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Christopher Stewart, Contracting Officer, Office of Contracting and Procurement, 441 – 4th Street N.W., Washington, DC 20001, at (202) 724-4388, 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, 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 ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 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 bidder shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

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

L.14 BIDS WITH OPTION YEARS

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

L.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, 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 BID OPENING

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

L.17 CERTIFICATES OF INSURANCE

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

Courtney Lattimore
Goods Commodity Manager
441 – 4th Street N.W., Room 700 South
Washington, DC 20001
202-727-0252
202-727-8843
courtney.lattimore@dc.gov

L.18 GENERAL STANDARDS OF RESPONSIBILITY

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

- L.18.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

- L.18.2** 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.18.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.18.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.18.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.18.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.18.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.18.8** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

L.19 PRE-BID CONFERENCE

A pre-bid conference will be held at 2:00 p.m. on October 14, 2010 at 441 – 4th Street N.W, Suite 700 South, Washington, DC 20001. Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the solicitation document as well as clarify the contents of the solicitation. Attending bidders must complete the pre-bid conference attendance roster at the conference so that bidder attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the Pre-Bid Conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-bid Conference but no later than five working days after the pre-bid Conference in order to generate an official answer. Official answers will be provided in writing to all prospective bidders who are listed on the official bidder's list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dc.gov

L.20 BRAND NAME OR EQUAL

- L.20.1** As used in this clause, the term "brand name" includes identification of products by make and model.
- L.20.2** If items called for by this IFB have been identified in the schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the

bids and are determined by the District to be equal in all material respects to the brand name products referenced in the IFB.

- L.20.3** Unless the bidder clearly indicates in his bid that he is offering an “equal” product, his bid shall be considered as offering a brand name product referenced in the IFB.
- L.20.4** If the bidder proposes to furnish an “equal” product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the IFB, or such product shall be otherwise clearly identified in the bid.
- L.20.5** The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the District and will be based on information furnished by the bidder or identified in his bid as well as other information reasonably available to the purchasing authority. **CAUTION TO BIDDERS:** The District is not responsible for locating or securing any information which is not identified in the bid and not reasonably available to the District.
- L.20.6** Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his bid all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the District to:
- (i) determine the product offered meets the requirements of the IFB, and
 - (ii) establish exactly what the bidder proposes to furnish and what the District would be binding itself to purchasing by making an award. The information furnished may include specific reference to information previously furnished or to information otherwise available to the District.
- L.20.7** If the bidder proposes to modify a product so as to make it conform to the requirements of the IFB, it shall:
- (i) include in its bid a clear description of such proposed modifications, and
 - (ii) clearly mark any descriptive material to show the proposed modifications.
- L.20.8** Modifications proposed after bid opening to make a product conform to a brand name product referenced in the IFB will not be considered.

L.21 REQUIREMENT FOR DESCRIPTIVE LITERATURE

- L.21.1** Descriptive literature must be furnished as a part of a bid and must be received before the time set for opening bids. The literature furnished must be identified to show the items in the bid to which it pertains. The descriptive literature is required to establish, for the purpose of bid evaluation and award, details of the products the bidder proposes to furnish as to design, material, quality, construction and performance characteristics.
- L.21.2** Failure of descriptive literature to show that the product offered conforms to the specifications and other requirements of this invitation for bids may require rejection of the bid. Failure to furnish the descriptive literature by the time and date set for receipt of bids will require rejection of the bid, except that if the materials are transmitted by mail and received late, it may be considered under the provision for considering late bids, as set forth elsewhere in this

invitation for bids. The Contracting Officer may waive the requirement for furnishing descriptive literature if either of the following occurs:

- A. Bidder states in the bid that the product being offered is the same as a product previously or currently being furnished to the District; or
- B. The CO, on advice of technical personnel determines that the product offered by the bidder complies with the specification requirements of the current invitation for bids.

L.22 BID SAMPLES

- L.22.1** Except where a designated brand name item is bid, bid samples must be furnished as part of the bid and must be received by the time specified for receipt of bids. Failure to furnish samples on time will require rejection of the bid, except that a late sample sent by mail may be considered under the Late Submissions, Late Modification, and Late Withdrawals section of this solicitation.
- L.22.2** Bid samples will be evaluated to determine compliance with the characteristics listed in Section C. Failure of these samples to conform to the required characteristics will require rejection of the bid.
- L.22.3** Unless otherwise specified in the solicitation, bid samples shall be submitted at no expense to the District. Bid samples will be returned to the bidder only at the bidder's request and at its sole expense.
- L.22.4** At the discretion of the CO, the requirement for furnishing bid samples may be waived for a bidder if the bid states that the offered product is the same as a product furnished by the bidder in connection with a previous contract.

L.23 ON-LINE OCP VENDOR REGISTRATION

- L.23.1** Vendors seeking to compete for contracting opportunities issued by the Government of the District of Columbia are required to register with the Office of Contracting and Procurement through the ARIBA Supplier Network. The registration process can be accessed at www.ocp.dc.gov and click on vendor registration.

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 Required Subcontracting Set-Aside

35 % of the total dollar value of this contract has been set-aside for performance through subcontracting with businesses certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, as local business enterprises, disadvantaged business enterprises, resident-owned businesses, local business enterprises with their principal offices located in an enterprise zone, small business enterprises, or longtime resident businesses. Any prime contractor responding to this solicitation shall submit within 5 days of the contracting officer’s request, a notarized statement detailing its subcontracting plan. Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer and the Director of DSLBD.

M.1.2 Application of Preferences

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

- M.1.2.1** 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.1.2.2** 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.1.2.3** 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.1.2.4** 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.1.2.5** 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.1.2.6 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.1.2.7 Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the VOB in response to this IFB.

M.1.2.8 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.1.3 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.1.4 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.1.5 Verification of Bidder's Certification as a Certified Business Enterprise

M.1.5.1 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.1.5.2 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.1.5.3 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.