

SOLICITATION, OFFER, AND AWARD		1. Caption MASK ROOM SUPPORT		Page of Pages 1 60	
2. Contract Number	3. Solicitation Number DCFB-2009-B-2528	4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued 4/10/2009	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside
7. Issued By: Office of Contracting and Procurement Group IX 441 4th Street, NW, Suite 700 South Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement Bid Room 441 4th Street, NW, 703 South Washington, DC 20001		

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

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street, NW, Suite 703S, Bid Room, Washington, DC until 10:00 a.m. local time 11-May-09
(Hour) (Date)

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

10. For Information Contact	A. Name Gregory Nance		B. Telephone 202 724-5438 (Ext)		C. E-mail Address gregory.nance@dc.gov
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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 60 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

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

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

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract
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(Area Code)	(Number)	(Ext)	15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature	18. Offer Date
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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) Gena Johnson	23. Signature of Contracting Officer (District of Columbia)	24. Award Date



Government of the District of Columbia

Office of Contracting & Procurement

SECTION B
SUPPLIES OR SERVICES AND PRICE

B.1 The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of the Fire and Emergency Medical Services Department Safety Office hereafter referred to as the “Department” is seeking a Contractor to provide on-site Scott certified personnel at the Mask Room to provide inspection, repair, rebuilding, testing and maintenance services for self contained breathing apparatus (SCBA) and associated equipment between the hours of 0700 and 1530, Monday through Friday with extended coverage upon the request of the Contracting Officer’s Technical Representative (COTR) on an as needed basis.

B.2 **CONTRACT TYPE**

The District contemplates award of a requirements type contract.

B.3 **REQUIREMENTS**

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. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

- a. Delivery or performance shall be made only as authorized in accordance with the Ordering Clause G.10. 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 contract period of performance.

B.4 PRICE SCHEDULE**B.4.1 Base Year**

Contract Line Item Number (CLIN)	Description	Estimated Quantity	Unit	Unit Price	Total Price
Mask Room Coverage Regular Duty Hours 0700 – 1530 Monday - Friday					
0001	Manager/Technician	2200	Hour	\$ _____	\$ _____
0002	Scott Certified Bench Technician	2200	Hour	\$ _____	\$ _____
Mask Room Coverage Extended Hours (includes evenings, weekends and emergencies)					
0003	Manager/Technician	100	Hour	\$ _____	\$ _____
0004	Scott Certified Bench Technician	100	Hour	\$ _____	\$ _____
Base Year Total					\$ _____

B.3.2 Option Year One

Contract Line Item Number (CLIN)	Description	Estimated Quantity	Unit	Unit Price	Total Price
Mask Room Coverage Regular Duty Hours 0700 – 1530 Monday - Friday					
1001	Manager/Technician	2200	Hour	\$ _____	\$ _____
1002	Scott Certified Bench Technician	2200	Hour	\$ _____	\$ _____
Mask Room Coverage Extended Hours (includes evenings, weekends and emergencies)					
1003	Manager/Technician	100	Hour	\$ _____	\$ _____
1004	Scott Certified Bench Technician	100	Hour	\$ _____	\$ _____
Option Year One Total					\$ _____

B.3.3 Option Year Two

Contract Line Item Number (CLIN)	Description	Estimated Quantity	Unit	Unit Price	Total Price
Mask Room Coverage Regular Duty Hours 0700 – 1530 Monday - Friday					
2001	Manager/Technician	2200	Hour	\$ _____	\$ _____
2002	Scott Certified Bench Technician	2200	Hour	\$ _____	\$ _____
Mask Room Coverage Extended Hours (includes evenings, weekends and emergencies)					
2003	Manager/Technician	100	Hour	\$ _____	\$ _____
2004	Scott Certified Bench Technician	100	Hour	\$ _____	\$ _____
Option Year Two Total					\$ _____

B.3.4 Option Year Three

Contract Line Item Number (CLIN)	Description	Estimated Quantity	Unit	Unit Price	Total Price
Mask Room Coverage Regular Duty Hours 0700 – 1530 Monday - Friday					
3001	Manager/Technician	2200	Hour	\$ _____	\$ _____
3002	Scott Certified Bench Technician	2200	Hour	\$ _____	\$ _____
Mask Room Coverage Extended Hours (includes evenings, weekends and emergencies)					
3003	Manager/Technician	100	Hour	\$ _____	\$ _____
30004	Scott Certified Bench Technician	100	Hour	\$ _____	\$ _____
Option Year Three Total					\$ _____

B.3.5 Option Year Four

Contract Line Item Number (CLIN)	Description	Estimated Quantity	Unit	Unit Price	Total Price
Mask Room Coverage Regular Duty Hours 0700 – 1530 Monday - Friday					
4001	Supervisor/Technician	2200	Hour	\$ _____	\$ _____
4002	Scott Certified Bench Technician	2200	Hour	\$ _____	\$ _____
Mask Room Coverage Extended Hours (includes evenings, weekends and emergencies)					
4003	Supervisor/Technician	100	Hour	\$ _____	\$ _____
4004	Scott Certified Bench Technician	100	Hour	\$ _____	\$ _____
Option Year Four Total					\$ _____

B.3.6 Grand Total

Period of Performance	Total Price
Base Year	\$ _____
Option Year One	\$ _____
Option Year Two	\$ _____
Option Year Three	\$ _____
Option Year Four	\$ _____
Grand Total	\$ _____

B.4 IFB OPEN MARKET SOLICITATIONS (SUPPLIES & SERVICES)

B.4.1 If a bidder intends to subcontract under this solicitation, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section M.1.1. The prime contractor responding to this solicitation 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 intends to subcontract in accordance with the provisions of section M.1.1, but fails to submit a subcontracting plan with its bid.

SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Fire and Emergency Medical Services Department Safety Office (Department) is seeking a Contractor to provide on-site Scott certified personnel to provide inspection, repair, rebuilding, testing and maintenance services for Self Contained Breathing Apparatus (SCBA) and associated equipment Monday through Friday. The tour of duty is between the hours of 0700 and 1530 which includes an unpaid 30 minute lunch.

C.1.1 APPLICABLE DOCUMENTS

Item No.	Title	Date
1	NFPA 1852: Standard on Selection, Care, and Maintenance of Open-Circuit Self-Contained Breathing Apparatus, 2008 Edition	2008*
2	NFPA 1981: Standard on Open-Circuit Self-Contained Breathing Apparatus for Fire and Emergency Services, 2007 Edition	2007*
3	NFPA 1404: Standard for Fire Service Respiratory Protection Training, 2006 Edition	2006*
4	NFPA 1989: Breathing Air Quality for Emergency Services Respiratory Protection, 2008 Edition	2008*
5	29 CFR 1910.134 Respiratory Protection: 1910.134 Available at http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_id=12716&p_table=standards	Most Recent
6	29 CFR 1910.134 Appendix A, Fit Test Procedures: 1910.134 App A Available at http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_id=12716&p_table=standards	Most Recent
7	Guidelines For Visual Inspection and Re-qualification of Fiber Reinforced High Pressure Cylinders, Compressed Gas Association publication CGA-6.2	2005*

* Or later date as revised or amended

C.1.2 DEFINITIONS

The terms below have the following meaning when used in the solicitation and resulting contract.

C.1.2.1 Technician – a Scott Certified Bench Technician. The certification will state that they are “Bench Level Repair Technicians” or “Certified to Repair” the four disciplines. Their certification should allow them to repair SCBA, Air Compressors, TIC, and atmospheric monitoring devices. Must be competent in use of Microsoft Excel.

C.1.2.2 Manager/Technician – the same skill set and certification in C.1.2.1 and have managerial/supervisory experience.

C.2 BACKGROUND

C.2.1.1 The Department provides Self Contained Breathing Apparatus (SCBA) to personnel who require respiratory protection while operating in structural fires, hazardous materials incidents, technical rescue incidents, and in all other areas where atmospheres immediately dangerous to life and health (IDLH) may be encountered. The Department also uses SCBA for training purposes.

C.2.1.2 The Department is using Scott Air-Pak Fifty SCBA, 2002 and 2007 National Fire Protection Association (NFPA) edition.

C.2.1.3 The Department is using Scott Rit-Pak II with Chemical, Biological, Radiological and Nuclear (CBRN) regulators attached.

C.2.1.4 The Mask Room is used for the inspection, repair, testing, and maintenance of all Department SCBA and associated equipment.

C.2.1.5 The Department has approximately 1900 one hour carbon fiber cylinders on hand.

C.2.1.6 The Mask Room maintains the Department’s supply of Scott AV2000 and AV3000 facepieces. Each firefighter and EMS employee is issued a personal facepiece.

C.2.1.7 The Department uses Scott Air-Pak Fifty SCBA 2002 and 2007 NFPA edition. SCBA are inspected by Department personnel at the beginning of each work cycle, and after every use. SCBA that are found to be defective are sent to the Mask Room for repair. All SCBA repairs, with the exception of minor repairs performed by Field Level Technicians, are performed at the Mask Room.

C.3 REQUIREMENTS

This contract shall supplement the in-house services of the Mask Room, and is expected to bring the Mask Room and SCBA operations up to the standards of an OSHA compliant respiratory protection program. The Contractor shall supply one (1)

full time Scott certified bench technician and one (1) full time Manager/Technician who is a Scott certified bench technician and has managerial experience to repair and maintain the approximate 850 Scott Air Pak Fifty 2002 and NFPA 2007 edition SCBA, 1900 Scott one hour carbon fiber cylinders, 2000 Scott AV2000 and AV3000 facepieces, 25 Scott Rit-Paks II with CBRN regulators attached, 30 Scott thermal imaging cameras, and 4 compressor and charge stations in use by the Department. The Contractor shall maintain up-to-date Scott Technician Level certifications for all employees to allow service on Scott SCBA in standard and CBRN configurations.

C.3.1 SPECIFIC

C.3.1.1 The Contractor shall provide on-site management, supervision and labor to provide the on-site services to include but not limited to the following:

- a. Daily Repair and Maintenance of SCBA
- b. Annual SCBA Functional Testing
- c. Annual Facepiece Fit Testing
- d. Cylinder Hydrostatic Testing and Cylinder Valve Repair
- e. Thermal Imaging Camera Service
- f. Compressor Service

C.3.1.2 The Contractor shall provide **upon submission of bid proof of certification** of employees that will be performing that allows them to perform maintenance and repairs on Scott Air-Pak Fifty SCBA and associated equipment to include those listed in Section C.3.18.3. Contractors **not** submitting certifications will be considered non-responsive.

C.3.1.3 The Contractor shall provide regular duty hour services Monday thru Friday, from 0700 to 1530, excluding District of Columbia government holidays. The Department reserves the right to change the Contractor's work hours from 0700 to 1530 to a start time and end time between 0700 to 1800 for no more than a consecutive eight and one half workday which includes a half hour unpaid lunch. The Department will give the Contractor seven days notice of an anticipated work schedule hours change. In cases of emergencies no notice will be given Contractor. The Contractor shall respond to the COTR call within 30 minutes and if the Department requires their services provide services as specified.

C.3.1.4 The Contractor shall complete all repairs to SCBA within two business days from the date the equipment is received by the Contractor. If the service requires more than two business days to complete, the Contractor shall furnish notification via email to the COTR by close of business on the second day.

C.3.1.5 The Contractor shall be stationed at the Mask Room at Engine Company 4, located at 2531 Sherman Avenue N.W. Washington DC to provide services specified in this solicitation.

C.3.1.6 The Department reserves the right to change the location of the Mask Room. In the event of such a change the Contractor will be notified 30 days in advance.

C.3.1.7 The Contractor shall be prepared **to provide at any time an additional two (2) technicians within 24 hours** upon request of COTR via email if additional services are required.

C.3.1.8 The Contractor shall upon receipt of equipment in the Mask Room record in the Departmentally provided database, information identifying the equipment being serviced, and the location from which it was picked up.

C.3.2 INVENTORY

- a. The Contractor shall use the computerized inventory control system (SCBA Tracking System Software from RAVE Solutions) to maintain records of maintenance and repairs.
- b. The Contractor shall upon award of contract within 30 days in conjunction with the COTR reconcile the inventory of parts and equipment. Equipment and parts purchased by the Department prior to contract award may be used to affect repairs and maintenance to SCBA. The Contractor shall within 30 days after contract award submit to COTR via email a complete inventory of the existing repair parts, testing equipment, and tools located in the Mask Room. This is to ensure that at the end of the contract there is no disagreement on what and how much belongs to each party. The Contractor shall submit an inventory listing in Microsoft Excel spreadsheet to include the following information:
 - a. Name of part.
 - b. Part stock number.
 - c. Part description.
 - d. Amount on hand.
- c. The COTR and the Contractor shall develop an inventory levels within 30 days after contract award and submit to the COTR to ensure that there is no interruption of operations of the Mask Room. Inventory levels shall include minimum levels and re-order points.
- d. The Contractor shall notify the COTR by email within 60 calendars of any repair parts needed to ensure no interruption of services.

C.3.3 TELEPHONE INQUIRY LINE

The Contractor shall in conjunction with Department personnel maintain a telephone inquiry service line using existing telephone service in the Mask Room to handle technical support inquires and service calls. The Contractor's staff shall resolve problems within one (1) business day from problem notification. The Contractor shall notify the COTR by email after one business day of any unresolved problems. The

Contractor shall submit to the COTR a monthly report on the 5th of each month of all tracking problems in an excel format.

C.3.3 REPAIR OF SCBA AND ASSOCIATED EQUIPMENT GENERAL

C.3.3.1 The Contractor shall provide all on-site management, supervision and labor required for repairing and modification services of the SCBA and associated equipment.

C.3.3.2 The Contractor shall staff and utilize the existing Mask Room repair shop at Engine Company 4 located at 2531 Sherman Ave., NW Washington, DC 20001 during the hours of 0700 – 1530 Mask Room operations to provide all Repair Services as specified.

C.3.3.3 The Contractor shall utilize the departmental testing equipment and tools, and maintain the same in good working order.

C.3.3.4 The Contractor shall ensure that all annual calibrations of testing equipment are performed, to include but not be limited to all Porta-counts, Posichecks and Scott Work Benches.

C.3.3.5 The Contractor shall track all daily repair operations and maintain the existing daily logs in accordance with the existing procedures in which the user will be prompted by the “Posi-check” database and the RAVE Solutions, SCBA tracking software for answers to questions related to the repair.

C.3.3.6 The Contractor shall immediately notify the COTR in writing within one (1) day via email if any purchase of repair parts, testing equipment and tools are necessary to conduct uninterrupted services specified in this Contract.

C.3.4 REPAIR OF SCBA CYLINDER AND CYLINDER VALVE ASSEMBLY

C.3.4.1 The Contractor shall provide per month services for an estimated fifty (50) cylinders and cylinder valve assemblies and shall be responsible for effecting cylinder repairs or modifications, as applicable. The Contractor shall visually inspect the cylinders inside and out for damage or defects, the cylinder’s inspection and repairs shall be conducted in accordance with the requirements set forth in CGA-6.2-2005 (see Applicable Document #7).

C.3.4.2 The Contractor shall after completion of the inspection, segregate the cylinders into two (2) separate batches: one batch shall be cylinders requiring repair; and the other batch shall be cylinders exhibiting defects, material degradation or damage that renders the cylinder unserviceable.

C.3.4.3 The Contractor shall before any repairs are performed, cylinder valves assemblies shall be completely disassembled, cleaned, and checked cylinder valve for defects of cylinder. The Contractor shall rebuild or replace all defective components as necessary.

C.3.4.4 The Contractor shall when the cylinder valve assembly is repaired, the following components shall be replaced if damaged: bumper and guard assembly, gauge cover, safety device kit, valve seat, all preformed packing, back up rings, packing washers and the valve stem nut.

C.3.4.5 The Contractor shall hydrostatically test all repaired cylinders before returning them to service. Flaw sites shall be observed for lifting or peeling of the over wrap, which may have occurred during hydrostatic testing. If such lifting or peeling occurs after repairs, the cylinder shall be condemned.

C.3.5 REPAIR OF SCBA ASSEMBLIES

C.3.5.1 The Contractor shall provide services for an estimated sixty-five (65) SCBA assemblies per month that include but not limited to the following components:

- a. Pressure Reducer Assembly;
- b. Regulator Assembly;
- c. Pak-Alert Assembly;
- d. Backframe;
- e. Straps; and
- f. Gauges

C.3.5.2 The Contractor shall upon receipt of SCBA assembly log in the database by the SCBA tracking number, date, visually inspect each SCBA assembly, and perform all required repairs. The Contractor shall maintain a record of each repair to include, but not be limited to: assigned assembly number, parts used, name of repair technician, type of repair, and date of repair.

C.3.5.3 The Contractor shall flow test repaired SCBA assemblies, i.e., functionally tested on a Biosystems PosiChek3 using the appropriate Scott interface hose and Scott licensed software. Using the PosiChek3, the Contractor shall determine the operational fitness of the SCBA assembly by means of a series of dynamic tests and functional checks. If the SCBA assembly passes the functional test, a record shall be made of the test data and the testing date and logged in the Posicheck database. The SCBA assembly shall be placed back into service and readied for return to the appropriate fire company by Department personnel. If the SCBA assembly fails the test, the subassemblies shall be diagnosed and repaired as necessary.

C.3.5.4 The Contractor shall rebuild the defective component if the Contractor determines that the pressure reducer assembly (PRA) or mask mounted regulator (MMR) is defective. Rebuilt PRA's and MMR's shall be tested on a PosiChek3 using Scott licensed software and the results shall be recorded in the Posicheck database. In the event that a PRA or MMR is deemed irreparable, another PRA or MMR shall be installed on the SCBA, and the new serial numbers shall be recorded in the Posicheck database.

C.3.5.5 The Contractor shall upon inspection and repair of all defective subassemblies reassemble the SCBA, perform a complete visual inspection of the SCBA, and test it on the PosiChek3 using Scott licensed software, and record the results. The SCBA shall be tested in its entirety to check for full functionality. SCBA that successfully passes all testing shall be placed in service and readied for return to the appropriate fire company by Department personnel. If the SCBA assembly fails the test, it shall be re-diagnosed and repaired as necessary.

C.3.6 CONTRACTOR SUPPLIED PARTS AND EQUIPMENT

C.3.6.1 The Contractor shall maintain the inventory of parts, and shall notify the COTR via email, 60 days in advance when it is determined that additional parts will be needed.

C.3.6.2 The Contractor shall use testing equipment and tools located in the Mask Room. The Department will be responsible for supplying any additional equipment (excluding hydrostatic testing equipment and associated equipment) and tools required for maintenance, testing, and repair of SCBA.

C.3.6.3 The Contractor shall upon completion of testing equipment and tools notify the COTR if new equipment is necessary; and the COTR will determine if the purchase of new equipment is required.

C.3.6.3 Any equipment purchased by the Contractor without the authority of the COTR shall be the financial responsibility of the Contractor.

C.3.6.4 The Contractor shall identify and segregate any unserviceable equipment and parts and provide to the COTR a monthly report in the form of an excel spreadsheet on the 5th of each month describing the unserviceable equipment and parts. All replaced equipment and parts shall remain the property of the Department.

C.3.7 REMOVAL OF DEFECTIVE PARTS AND EQUIPMENT

C.3.7.1 The Contractor shall not dispose of any parts, tools, or equipment without notification from the COTR. The Contractor shall notify the COTR via email if any parts, tools, or equipment should be disposed of. The Contractor shall properly dispose of the item(s) upon notification via email from COTR to dispose of such item(s). The Department will remove any defective equipment and parts (those parts that are no longer usable because they do not meet the manufacturer standards or they are broken or no longer functioning) that remain after notification by the Contractor.

C.3.8 ANNUAL FUNCTIONAL TEST

C.3.8.1 The Contractor shall perform all annual functional testing to the SCBA in the Mask Room.

C.3.9 ANNUAL FIT TEST

C.3.9.1 The Contractor shall be responsible for performing all fit testing for all devices that provide respiratory protection.

C.3.10 FACEPIECE REPAIR

C.3.10.1 The Contractor shall repair Scott AV2000 and AV3000 facepieces in the Mask Room. Facepieces that cannot be repaired immediately shall be replaced by a facepiece from Department inventory.

C.3.10.2 The Contractor shall track all daily repair operations and maintain the existing daily logs in accordance with the existing procedures in which the user will be prompted by the “Posi-check” database and the RAVE Solutions, SCBA tracking software for answers to questions related to the repair.

C.3.10.3 The Contractor shall repair defective facepieces within two (2) business days from receipt in the repair facility, and return them immediately after repair to the Department inventory.

C.3.11 HYDROSTATIC TEST

C.3.11.1 The Contractor shall provide all management, supervision and labor required for on-site hydrostatic testing equipment of breathing air cylinders to include an overhead hoist and trolley system, test console, cylinder drying rack, and water jacket that has the ability to test at least two cylinders. The contractor shall maintain this equipment in good working condition for the duration of the contract. The Department will purchase this equipment from the Contractor if the contract is not renewed for an option year at a fair and equitable price utilizing a sliding depreciation scale (See Section G.4). The Contractor shall be responsible for the installation of the equipment only after receiving permission and authority from the COTR.

C.3.11.2 The Contractor shall track all daily repair operations and maintain the existing daily logs in accordance with the existing procedures in which the user will be prompted by the “Posi-check” database and the RAVE Solutions, SCBA tracking software for answers to questions related to the repair.

C.3.12 CYLINDER REJECTION

C.3.12.1 The Contractor shall reject a cylinder when on visual inspection, it meets a rejection standard set forth in CGA C-6.2-2005 which is the standard as defined by the Compressed Gas Association on how to handle, inspect and repair SCBA cylinders. The Contractor shall notify the COTR within 1 day via electronic submission that the cylinder has been rejected.

C.3.13 CYLINDER CONDEMNATION

C.3.13.1 The Department will make the final decision regarding the condemnation of a cylinder. The Contractor shall notify the COTR within one (1) business day recommending that the cylinder be condemned via email. The Contractor shall then await a reply from the Department regarding the disposition of the cylinder. After being instructed by the Department to condemn the cylinder the Contractor will stamp a series of X's over the DOT specification number and the marked service pressure, or shall stamp "CONDEMNED" on the shoulder, top head, or neck using a steel stamp. The Contractor will also render the cylinder incapable of holding pressure. If the Department chooses to render a cylinder incapable of holding pressure this will be done by drilling a hole in the cylinder at least 3/4" in diameter. If the Department decides to not condemn the cylinder it shall be returned to inventory.

C.3.13.2 A cylinder must be condemned when: (i) the cylinder leaks through its wall; (ii) evidence of cracking exists to the extent that the cylinder is likely to be weakened appreciably; (iii) permanent expansion exceeds 10 percent of total expansion; (iv) any other deficiency noted in CGA C-6.2-2005.

C.3.14 REPAIR OF THERMAL IMAGING CAMERAS

C.3.14.1 The Contractor shall provide all management, supervision, labor, equipment, tools, parts, materials and supplies required for Thermal Imaging Camera (TIC) service. The Contractor shall provide on-site repair at the Mask Room located at 2531 Sherman Ave., NW Washington, DC 20001 of Scott manufactured Thermal Imaging Cameras.

C.3.14.2 The Contractor shall utilize the existing testing equipment and tools, and shall maintain such testing equipment and tools in good working order.

C.3.14.3 The Contractor shall track all daily repair operations and maintain the existing daily logs in accordance with the existing procedures in which the user will be prompted by the "Posi-check" database and the RAVE Solutions, SCBA tracking software for answers to questions related to the repair.

C.3.14.4 The Contractor shall immediately notify the COTR via email within one (1) day if any purchase of repair parts, testing equipment and tools are necessary to conduct uninterrupted services.

C.3.14.5 The Department estimates that three Thermal Imaging Cameras will be submitted for repair each month.

C.3.14.6 The Contractor shall be responsible for effecting Thermal Imager repairs or modifications, as applicable. Thermal Imaging Cameras shall be visually inspected for damage or defects. The Contractor shall conduct the Thermal Imaging Camera inspection and repairs in accordance with the manufacturer's requirements.

C.3.14.7 Thermal Imaging Cameras shall be repaired and returned to service within two (2) business days of receipt in the Mask Room.

C.3.15 PREVENTATIVE MAINTENANCE AND REPAIR OF COMPRESSORS

- C.3.15.1 The Contractor shall provide regular inspections and quarterly service for Scott manufactured Compressors to include air quality testing, filter and oil changes, and fulfilling all other maintenance requirements as recommended by the manufacturer. There are currently (4) Scott breathing air compressors located at Engine 4, Engine 8, Training Academy and the Mobile Air Unit.
- C.3.15.2 The Contractor shall provide regular inspections and quarterly service for non-Scott manufactured Compressors to include air quality testing, filter and oil changes.
- C.3.15.3 The Contractor shall repair and maintain the air compressors in a state of readiness, and shall meet or exceed manufacturer's recommendations.
- C.3.15.4 The Contractor shall obtain quarterly air certifications from a certified third-party testing facility. The results, the certificate stating the testing results, shall be prominently posted in each compressor room by the Contractor after each certification by the 5th of the following month.
- C.3.15.5 The Contractor shall be responsible for removing waste oil from the compressors and will adhere to all local Environmental Protection Agency regulations when disposing of oil.

C.3.16 SCBA UPGRADES

- C.3.16.1 The Contractor shall provide SCBA upgrades at no additional labor charge in the event that the Department elects to upgrade their existing SCBA.

C.3.17 INCREASED LEVELS OF SERVICE

- C.3.17.1 The Contractor shall provide increased levels of services including additional personnel and materials in the event the Department needs increased levels of services in response to the Department becoming fully mobilized or an event that requires a greater level of SCBA support. The Contractor shall be notified by the COTR via email of such request.
- C.3.17.2 The Contractor shall provide an hourly rate for personnel for services outside of the regular tour of duty hours (see Section B, Price Schedule Extended Hours).

C.3.18 STAFFING

- C.3.18.1 The Contractor shall provide assigned personnel of one (1) full time Scott certified bench Technician and one (1) full time Manager/Technician who is Scott certified and has managerial experience anytime the Mask Room is open for business.

C.3.18.2 The Contractor shall provide a Manager/Technician who will be responsible for Mask Room supervision and managing their Technician(s). The Manager/Technician shall ensure the Technician(s) and himself/herself maintain their current levels of training and receive in-service training as necessary to maintain their certifications.

C.3.18.3 The Manager/Technician and Technician must possess and maintain the following certifications:

- a. Scott Health and Safety, Pak-Alert Maintenance and Overhaul.
- b. Scott Health and Safety, Air-Pak 2.2/3.0/4.5/Fifty SCBA Maintenance and Overhaul.
- c. Scott Health and Safety, Air-Pak NxG2 SCBA Maintenance and Overhaul.
- d. Scott Health and Safety, Compressor Service Class.
- e. Scott Health and Safety, Eagle Thermal Imager Maintenance and Overhaul.

C.3.18.4 The contractor shall assign an off-site Project Manager to be responsible for the coordination and completion of all contract administration and reporting as required under this contract. The Project Manager shall be able to communicate in English, demonstrate proficiency with a computer and basic applications including the Microsoft Office Suite, possess a working knowledge of SCBA, have the authority to assign and reassign contractor personnel and be available for consultation by telephone or text messaging within 30 minutes of receiving such message. The Project Manager shall also be available for consultation Monday thru Friday between the hours of 0900 and 1700. The Project Manager shall ensure that all calls or requests received from the COTR are responded to within 30 minutes.

C.3.19 TRAVEL

The Contractor staff assigned to the Mask Room shall be expected to travel between five (5) and ten (10) times a year to the Fire Department Training Academy located at 4600 Shepherd Parkway, SW Washington, DC and Engine No. 8 located at 1520 C Street, SE Washington, DC for quarterly inspections, annual calibration testing and repairs. In addition, the Contractor shall travel to any Department worksite as specified by the COTR.

C.3.19.1 The Contractor staff shall provide at their own expense transportation between sites.

C.4 MINIMUM QUALIFICATIONS FOR PERSONNEL

C.4.1 The Contractor shall not assign any personnel to this contract that have been convicted of any domestic spouse abuse charge, any felony or misdemeanor, with the exception of minor motor vehicle infractions.

C.4.2 The Contractor's shall ensure that their personnel have demonstrated a stable employment history, possess superior references, have the ability to successfully perform under duress, excel in oral and written communication skills in the English language, speak articulately, efficiently comply with verbal or written directives, deal diplomatically and compassionately with the public, work with minimum supervision; and have demonstrated the ability to follow directives consistently.

C.4.3 The Contractor shall be responsible for maintaining satisfactory standards of employee competency, appearance, and integrity, and shall be responsible for taking action to ensure that contract employees maintain such standards. All contractor employees shall be citizens of the United States of America, or authorized to work herein.

C.4.4 The Contractor shall ensure that all employees assigned to the contract are in good general physical and mental health without physical or mental defects or abnormalities that would interfere with the full performance of their duties.

C.4.5 Additionally, to perform under this contract, the Contractor shall ensure that personnel possess the following:

C.4.5.1 A valid driver's license for the jurisdiction they reside in and current automobile insurance.

C.5 REMOVAL OF CONTRACTOR'S EMPLOYEE

C.5.1 The Contractor acknowledges that it is responsible for ensuring that all personnel comply with all directives issued by the COTR. In addition, the Contractor agrees to maintain satisfactory standards of employee competency, conduct, appearance and integrity, and shall be responsible for taking such disciplinary action as is deemed necessary with respect to its employees.

C.5.2 The contractor shall not allow continued work by, or assignment to work of employees deemed physically or mentally unfit, incompetent, careless, insubordinate, or whose continued employment under the contract is deemed by the COTR to be contrary to the public interest, or inconsistent with the best interests of the Government of the District of Columbia. In situations deemed appropriate by the COTR, the COTR, in his or her sole discretion, may summarily direct the Contractor to remove its employee from a facility and the contractor shall remove such employee immediately and supply a replacement with no lapse in coverage.

C.5.3 The Contractor shall ensure that its employees do not engage in the following, to include, but not limited to:

A. Falsification of documents, records, certification or unlawful concealment of drugs or weapons;

- B. Removal, mutilation, or destruction of any government property, including official documents or records;
- C. Disorderly conduct, including the use of abusive or offensive language;
- D. Disruptive behavior or activities while on duty; and
- E. Theft, vandalism, immoral conduct, or any other criminal activity.

C.5.4 The Contractor shall be required to dismiss such employees within a timeframe ranging from “immediately” to “within a week,” as specified by the COTR. Any employee so dismissed shall at no other time be eligible to work under this contract.

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SECTION D
PACKAGING AND MARKING

Not Applicable

SECTION E
INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.
- E.2** The Contractor is responsible for the day-to-day inspection and monitoring of all Contractor work performed to ensure compliance with the contract requirements.

**SECTION F
 DELIVERIES OR PERFORMANCE**

F.1 TERM OF CONTRACT

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for four, one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of the option is subject to the availability of funds at the time of the exercise of the option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to the expiration of the contract.

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

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

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

F.3 DELIVERABLES

The Contractor shall perform the required services and tasks. All notifications to the COTR will be in the form of email with conformation. All reports will be in memorandum form sent electronically to COTR with confirmation.

Section	Deliverable	Quantity	Format and Method of Delivery	Due Date
C.3.1.4	Notification if more than 2 days to complete	1	email	c.o.b. of 2 nd day
C.3.1.7	Up to 2 technicians	1		24 hours after request
C.3.2 (b and c)	Reconcile, Complete Inventory & develop levels	1	email	Within 30 days after contract award
C.3.2 (d)	Inventory of Repair Parts	1	email	60 days in advance
C.3.3	Unresolved Problems	1	email	After one day

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C.3.3	Monthly Report of Tracking Problems	12/year	Memo –electronic excel format	5 th of the following month
C.3.3.6 & C.3.14.4	Repair Parts, equipment and tools needed	1	email	Within one (1) day
C.3.6.1	Inventory Parts	1	email	60 days in advance
C.3.12	Cylinder Rejection	1	email	Within one (1) day
C.3.6.4	Monthly Report of unserviceable equipment and parts	12/year	Memo –electronic excel spreadsheet	5 th of following Month
C.3.15.4	Quarterly Air Certifications and Testing Results	4/year	Posted in each compressor	quarterly , 5 th of the following Month

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

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Name: Fire & Emergency Medical Services
Address: 300 Indiana Ave., NW Room 4106
Washington, DC 20001
Attn: Accounts Payable
Telephone: 202-727-5298
Fax 202-727-4845

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

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

G.2.2.2 Contract number and invoice number;

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

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

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

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

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

G.2.2.8 Authorized signature.

G.2.2.9 Completed Spreadsheet

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 shall be accompanied by the report or a waiver of compliance discussed in section H.3.5.

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

G.4 PAYMENT

G.4.1 The District will pay the contractor monthly upon completion and acceptance of work in accordance with the price schedule in Section B.4 upon receipt of proper invoice described in Section G.2.2.

G.4.2 GENERAL

The Contractor shall provide all management, supervision, labor and equipment maintenance for on-site hydrostatic testing equipment of breathing air cylinders. The contractor's personnel shall provide testing services on a per labor hour basis in accordance with Section B, Price Schedule .

G.4.3 ACQUISITION OF EQUIPMENT AND MAINTENANCE

The contractor, at its own expense, shall purchase and maintain all required testing equipment required for on-site hydrostatic testing equipment of breathing air cylinders to include an:

G.4.3.1 Overhead Hoist and Trolley System

G.4.3.2 Test Console

G.4.3.3 Cylinder Drying Rack and;

G.4.3.4 Water Jacket that has the ability to test at least two cylinders

G.4.3.5 The contractor shall maintain this equipment in good working condition for the duration of the contract.

G.4.4 COST REIMBURSEMENT FOR EQUIPMENT

G.4.4.1 Upon submission of proper supporting documentation; i.e. supplier invoices, shipping reports, etc., concurrent with inspection and acceptance by the District of any and all equipment purchased and installed by the contractor, the District shall reimburse all equipment acquisition costs to the contractor, including shipping, financing and installation, initial testing and equipment certification costs, in accordance with the following schedule:

G.4.4.2 Award Date of Contract (Base Year) - 20% of Equipment Acquisition Costs

G.4.4.3 Exercise Date of Option Year 1: 20% of Equipment Acquisition Costs

G.4.4.4 Exercise Date of Option Year 2: 20% of Equipment Acquisition Costs

G.4.4.5 Exercise Date of Option Year 3: 20% of Equipment Acquisition Costs

G.4.4.6 Exercise Date of Option Year 4: 20% of Equipment Acquisition Costs

G.4.4.7 At the conclusion of Option Year 4, full title and possession of any and all equipment acquired by the contractor pursuant to this clause shall revert to the District.

G.4.5 COST REIMBURSEMENT FOR EQUIPMENT IN THE EVENT OF TERMINATION OR CANCELLATION OF CONTRACT

G.4.5.1 In the event the District does not elect to exercise an Option Year or otherwise terminates the contract, the District shall reimburse to the contractor the remaining or residual value of the equipment in accordance with the following schedule:

G.4.5.2 Termination after the Base Year - 80% of Equipment Acquisition Costs

G.4.5.3 Termination after Option Year 1- 60% of Equipment Acquisition Costs

G.4.5.4 Termination after Option Year 2- 40% of Equipment Acquisition Costs

G.4.5.5 Termination after Option Year 3- 20% of Equipment Acquisition Costs

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice shall refer to the assignment and shall 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 shall take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

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

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

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

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

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

G.7 CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

Elona Evans-McNeill
Office of Contracting and Procurement
441 4th Street, NW, Suite 700S
Washington, DC 20001
Telephone: 202-724-4793

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

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

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.9.1 The COTR is responsible for general administration of the contract and for advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, for ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Name: Mitchell L. Molenof
Title: Captain
Agency: Fire & Emergency Medical Services Department

Address: 2531 Sherman Avenue, NW
Washington, DC 20001
Telephone: (202) 673-6432
E-mail: Mitchell.molenof@dc.gov

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

G.9.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.10 ORDERING CLAUSE

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

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

G.10.3 If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders 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 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, Rev. No.7 dated March 16, 2009 issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.1.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.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 COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic

responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine whether the records can be released. 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.2.3) in which the Contractor shall agree that:

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

H.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”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

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

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

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

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

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

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

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

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

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

H.6 PROTECTION OF PROPERTY:

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

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

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability.

See 42 U.S.C. §12101 *et seq.*

H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

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

H.9 WAY TO WORK AMENDMENT ACT OF 2006

H.9.1 Except as described in H.9.8 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.9.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage rate.

H.9.3 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.9.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov. If the living wage is adjusted during the term of the contract, the Contractor shall be bound by the applicable wage rate as of the effective date of the adjustment, and the Contractor may be entitled to an equitable adjustment.

H.9.5 The Contractor shall provide a copy of the Fact Sheet attached as J.1.4 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.3 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.9.6 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.9.7 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.9.8 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 eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act 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.9.9 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.10 DIVERSION, REASSIGNMENT, AND REPLACEMENT OF KEY PERSONNEL

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

H.11 AUDITS AND RECORDS RETENTION

H.11.1 As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

H.11.2 Examination of Costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, or parts of them, engaged in performing the contract.

H.11.3 Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to:

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

H.11.4 Comptroller General

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

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

H.11.5 This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

H.11.6 Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

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

H.11.7 Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.11.1 through H.11.6, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

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

H.11.8 The Contractor shall insert a clause containing all the terms of this clause, including this section H.11.8, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

- a) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- b) For which cost or pricing data are required; or
- c) That requires the subcontractor to furnish reports described in H.x.6 of this clause.

H.12 DISTRICT RESPONSIBILITIES

- H.12.1** The Department will provide the Contractor facilities at the Mask Room, Engine Company 4, located at 2531 Sherman Avenue N.W. Washington D.C. 20001.
- H.12.2** The Department will furnish supplies, equipment, and other materials necessary to perform the requested service.
- H.12.3** The Department will provide all replacement parts and component systems required for the repair and maintenance of SCBA and associated equipment.
- H.12.4** The Department will pick-up and transport all SCBA and associated equipment (excluding compressors) to and from various Department facilities for repair, maintenance, and testing at the Mask Room.
- H.12.5** The Department will furnish any required repair parts.
- H.12.6** The Department will maintain repair parts in sufficient inventory to repair fifty (50) AV2000 and one hundred (100) AV3000 facepieces. At the sole discretion of the Department, the Department may choose to discontinue support, maintenance, and repair of AV2000 and/or AV3000 facepieces. The Department will give notice to the Contractor in writing if discontinued support for a specific type of equipment is anticipated.

SECTION I

CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

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

I.5 RIGHTS IN DATA

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

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

computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless

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

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in

Contract No. _____

With _____

(Contractor's Name); and

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

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

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

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to

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

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

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

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

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 submit a Certificate of Insurance giving evidence of the required coverage either before or after contract award but before work commences. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

I.8.1.1 Certificate of Insurance Requirement

The policy description on the Certificate of Insurance form shall include the contract number, the contract award date (if available), the contract expiration date (if available), the name of the requesting agency, the name of the contracting officer, a brief description of the work to be performed, the job location, the District as an additional insured, and a waiver of subrogation.

I.8.1.2 Commercial General Liability Insurance

I.8.1.2.1 The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$1 million per occurrence, \$2 million in the aggregate; and includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, and shall include the District of Columbia as an additional insured.

I.8.1.2.2 Commercial General Liability Insurance

If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$1 million per occurrence, \$2 million in the aggregate; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

I.8.1.3 Automobile Liability Insurance

The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the

contract. The policy shall cover the operations performed under the contract with a \$1 million per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory, shall contain CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

I.8.1.4 Workers' Compensation Insurance

I.8.1.4.1 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.8.1.4.2 Employer's Liability Insurance

The Contractor shall provide employer's liability insurance as follows: \$1 million per accident for injury; \$1 million per employee for disease; and \$1 million for policy disease limit.

I.8.1.5 Umbrella or Excess Liability Insurance

The Contractor shall provide umbrella or excess liability insurance as follows: \$2 million per occurrence, with the District of Columbia as an additional insured.

I.8.1.6 Professional Liability Insurance (Errors & Omissions)

The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract.

The policy shall provide limits of \$1 million per occurrence for each wrongful act and \$1 million per aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.

I.8.2 Duration

Except as proved in I.8.1.6, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

I.8.3 Contractor's Property

Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.

I.8.4 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.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.1. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

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

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.12 CONTINUITY OF SERVICES

I.12.1 The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

I.12.1.1 Furnish phase-out, phase-in (transition) training; and

I.12.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.12.2 The Contractor shall, upon the Contracting Officer's written notice:

- I.12.2.1** Furnish phase-in, phase-out services for up to 90 days after this contract expires and
- I.12.2.2** Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.
- I.12.3** The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- I.12.4** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- I.12.5** Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

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 Invitation for Bids 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
LIST OF ATTACHMENTS

- J.1** **Attachments**
- J.1.1** **Reserved**
- J.1.2** Wage Determination No. 2005-2103, Rev. No. 7 dated March 16, 2009
- J.1.3** Living Wage Notice
- J.1.4** Living Wage Fact Sheet
- J.2** **INCORPORATED ATTACHMENTS** (*The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the bid.*)
- J.2.1** E.E.O. Information and Mayor's Order 85-85
- J.2.2** Tax Certification Affidavit
- J.2.3** First Source Employment Agreement
- J.2.4** Cost/Price Data

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 TYPE OF BUSINESS ORGANIZATION

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

(a) It operates as:

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

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

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

K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

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

Bidder _____ Date _____

Name _____ Title _____

Signature _____

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

K.3 BUY AMERICAN CERTIFICATION

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

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

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

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

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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

- (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.7 TAX CERTIFICATION

Each bidder must submit with its bid, a sworn Tax Certification Affidavit, incorporated herein as Section J.2.2.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

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

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

L.2 PREPARATION AND SUBMISSION OF BIDS

L.2.1 Bidders shall submit a signed original and *two* 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 in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. DCFB-2009-B-2528 Mask Room Support"**.

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

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

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 Contractor shall submit bids for base year and all option years.

L.3 FAMILIARIZATION WITH CONDITIONS (SERVICES)

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

L.4 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than **10:00 a.m.** local time on **May 11, 2009**.

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 the opening of bids.

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

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

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

L.6.2 Postmarks

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

L.9 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder shall submit questions no later than 11 days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than 11 days before the date set for submission of bids. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.10 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.11 BID PROTESTS

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation,

but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

L.12 SIGNING OF BIDS

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

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

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A.14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L.14 BIDS WITH OPTION YEARS

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

L.15 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

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

L.15.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862

(2001), if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

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

L.16 STANDARDS OF RESPONSIBILITY

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

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

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

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

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

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

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

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

L.16.8 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be non-responsible.

L.17 Key Personnel

L.17.1 The District considers the following positions to be key personnel for this contract:
(Manager/Technician, Technician and Project Manager).

L.17.2 The bidder shall set forth in its bid the names and reporting relationships of the key personnel the bidder will use to perform the work under the proposed contract. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

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, or local with a principal office located in an enterprise zone of the District of Columbia.

M.1.1 Subcontracting Requirements

If the prime contractor subcontracts any portion of the work under this contract, the prime contractor shall meet the following subcontracting requirements:

M.1.1.1 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; or

M.1.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph M.1.1.1, 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.

M.1.2 Application of Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement 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 Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, 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 the SLBOC or the DSLBD, as applicable, 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 the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) 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 the SLBOC or the DSLBD, as applicable, 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 the SLBOC or the DSLBD, as applicable, 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 the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this IFB.

M.1.3 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 for this procurement 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 the SLBOC or the DSLBD, as applicable, 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 Vendor Submission for Preferences

M.1.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid, the following documentation, as applicable to the preference being sought:

M.1.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of all relevant letters of certification from the SLBOC; or

M.1.5.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of the provisional certification from the DSLBD.

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 the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.1.6 Subcontracting Plan

If the prime contractor intends to subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section M.1.1, the prime contractor responding to this solicitation 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 intends to subcontract in accordance with the provisions of section M.1.1, but fails to submit a subcontracting plan with its bid. Once the plan is approved by the contracting officer, changes to the plan will only occur with the prior written approval of the contracting officer and the Director of DSLBD. Each subcontracting plan shall include the following:

M.1.6.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

M.1.6.2 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;

M.1.6.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

M.1.6.4 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;

M.1.6.5 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;

M.1.6.6 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;

M.1.6.7 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;

M.1.6.8 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

M.1.6.9 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.

M.1.7 Compliance Reports

By the 21st of every month following the execution of the contract, the prime contractor shall submit to the contracting officer and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

M.1.7.1 The dollar amount of the contract or procurement;

M.1.7.2 A brief description of the goods procured or the services contracted for;

M.1.7.3 The name and address of the business enterprise from which the goods were procured or services contracted;

M.1.7.4 Whether the subcontractors to the contract are currently certified business enterprises;

M.1.7.5 The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

M.1.7.6 A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.1.1; and

M.1.7.7 A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in section M.1.1.

M.1.8 Enforcement and Penalties for Breach of Subcontracting Plan

M.1.8.1 If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract, and as approved by the contracting officer and the Director of DSLBD, and the contracting officer determines the contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

M.1.8.2 In addition, the willful breach by a contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through 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, failure, or falsified submission.

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.