

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. Contract Number	Page of Pages 1
2. Amendment/Modification Number No. 8	3. Effective Date SEE BLOCK 16C	4. Requisition/Purchase Request No.	5. Solicitation Caption:	
6. Issued By: Office of Contracting and Procurement Road and Highway Structures District Department of Transportation 2000 14th Street, N.W. 6th Floor Washington, D.C. 20009		Code	7. Administered By (If other than line 6)	
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			(X) 9A. Amendment of Solicitation No. <b>DCKA-2011-R-0068</b>	9B. Dated (See item 11) <b>2/18/2011</b>
Code			10A. Modification of Contract/Order No.	
Facility			10B. Dated (See Item 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning <u>2</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
A. This change order is issued pursuant to: (Specify Authority)				
The changes set forth in item 14 are made in the contract/order no. in item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
C. This supplemental agreement is entered into pursuant to authority of:				
D. Other (Specify type of modification and authority)				
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)				
Addendum No. 8 is issued to respond to prospective offerors questions and to amend the statement of work and terms and conditions of the solicitation. The solicitation is amended as follows:				
1. The proposal submission date is extended. The new proposal submission date is May 3, 2011.				
2. Attachment A is issued to respond to prospective offeror's questions.				
3. Delete SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST, pages 2, 3-R1a through 3-R1f and 4, and substitute the amended SECTION B, pages 2-R, 3-R2 and 4-Ra through 4-Rg.				
4. Delete page 26 and substitute pages 26-Ra and 26-Rb to add Section G.11 COST REIMBURSEMENT CEILING.				
5. Delete page 33 and substitute pages 33-Ra and 33-Rb to add Section H.11 SUBCONTRACTING PLAN COMPLIANCE.				
Except as provided herein, all terms and conditions of the document referenced in item (9A or 10A) remain unchanged and in full force and effect				
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer Jerry M. Carter	
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia <i>Nathy L. Hatcher for</i>	16C. Date Signed 4-22-2011
(Signature of person authorized to sign)			(Signature of Contracting Officer)	

**ATTACHMENT A –ADDENDUM No. 8**

**DCKA-2011-R-0068**  
**PAY-BY MULTI-SPACE PARKING METERS**  
**QUESTIONS AND ANSWERS**

**Question 1:** I have a question about the new pricing schedule. On page 3-R1b, table B.7.2.3 “Additive Alternate CLINS 0005 and 0006”, the second line asks for Sensor Operating Fees for 1 meter for a year. Did you mean to put that or did you mean to put 1,000 meters operating for a year? Same question for annual fees (CLINS 0006, 1003, 1006, 2003, 2006, 3003, 3006, 4003, 4006). We also need to know if there will be an extension again.

**Response:** The proposal submission date is extended to May 3, 2011.

**Question 2:** I just received Amendment No. 6, dated April 14, 2011, which extends the submittal to April 25, 2011. I am confused because the revised submittal date was April 8, 2011 but a week later it has not been extended. Could I get an explanation as to why this was done and did other vendors submit on April 8, 2011?

**Response:** This is a negotiated procurement not an invitation for bid. At any time during the solicitation process, the District may reopen negotiations to amend its requirement, seek clarification of an offeror’s proposal, or inform offeror’s of a deficiency in its offer. The addendum that was issued extended the proposal submission date to give offeror’s the opportunity to respond to amendments to the solicitation and request for clarification of its offer.

**Question 3:** Point of clarification, are we expected to “only” complete the new price sheets in Amendment No. 6 or are we expected to submit “entire bid response packages again?”

**Response:** Prospective offerors are expected to amend its offer to fully respond to request for clarification, noted deficiencies in its offer and revisions to the solicitation.

**Question 4:** As follow up to and clarification of RFP DCKA-2011-R-0068, Amendment No. 6, we are assuming that we are to submit only a **“revised price proposal.”** If this assumption is not correct, please provide further instructions regarding our new submission requirements.

**Response:** See response to question 3.

**Question 5:** Are vendors that have already responded to the RFP expected to submit new complete proposals or only the new pricing sheets?

**Response:** See response to question 3.

**Question 6:** In the original two price sheets, there was a line item for bill accepting meters. There is no such line item on the new price sheet. As pilot data showed an increase in revenue when bills were introduced should we take this to be an oversight on the price sheet? Is the District still considering a bill note accepting option?

**Response:** At this time the District is no longer considering meters that accept bills.

**Question 7:** Can you clarify why pricing for signs is included in Option Years 1 to 4? Is it the District's intention to purchase 1,300 signs or 6,500 signs?

**Response:** The requirement to install signs and provide space stripping is now an additive alternate, which can be exercised at any time during the contract term which includes the option years. Rather than include an equitable adjustment clause, pricing is requested for the option years to ensure that the price is locked down in the event the additive alternate is not exercised until one of the four option years.

**Question 8:** Can you clarify why pricing for sensor installation is included in Option Years 1 to 4? Is it the District's intent to purchase 5000 sensors or only 1000?

**Response:** The requirement to install sensors is now an additive alternate which can be exercised at any time during the contract term, which includes the option years. Rather than include an equitable adjustment clause, pricing is requested for the option years to ensure that the price is locked down in the event the additive alternate is not exercised until one of the four option years.

**Question 9:** A line item for space striping was not included in any of the price sheets but was indicated as a deliverable for the bid. Is it the District's intention to procure striping as part of the contract? If so, what line item should this be put into?

**Response:** Line striping is included as a part of CLIN 0004, 1004, 2004, 3004 and 4004

**Question 10:** Are prospective bidders now able to re-price their entire bid response, when completing the new Price Worksheets, in Amendment #6?

**Response:** See response to question 3.

**Question 11:** It is our interpretation of the original RFP that the City collectively wants to purchase 100 pay-by-space meters, 1000 space sensors, 1000 space number signs and 300 on-street signs. However, the amended price forms issued in RFP Amendment 6 appear to request pricing hardware and installation services for some of these items in multiple years. Specifically, Sections B.7.3 through B.7.6 of the Amendment suggest that the City is requesting 1000 additional sensors, 1000 additional street number signs and 300 additional on-street signs for each of the four options years. An alternative interpretation may have been that the City simply desires an option to purchase up to 1000 sensors, up to 1000 street number signs, and up to 300 on-street signs at any point during the base contract term or any of the four option years. Please clarify whether either of these interpretations or some other alternate is what the City intended.”

**Response:** No the District is not requesting an additional sensors, street number signs and on-street signs. See response to questions 7 and 8.

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

**B.1** The District of Columbia Office of Contracting and Procurement, on behalf of District Department of Transportation (the "District") is seeking a contractor to supply and install pay by space multi-space parking meters in street sensors. In addition, the Contractor shall be responsible for supplying and installing the signs governing the pay by space multi-space parking meters.

**B.2** The District contemplates award of a requirements contract with payments based on firm fixed unit prices **with a cost reimbursement component** (See Sections G.11 and H.11 for additional information.) for the goods specified. The contractor shall provide all items and perform all services in accordance with the terms and conditions of the contract.

### **B.3 REQUIREMENTS CONTRACT**

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

**B.3.1** Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, G.1. 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.3.2** 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.

**B.3.4** 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 sixty days from the contract expiration date.

**B.4** An offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts

in excess of \$250,000, **at least 35% of the dollar volume of the contract shall be subcontracted** in accordance with section H.9.1.

**B.5** For purposes of price evaluation, the Offeror's price will be the Total Evaluated Price CLINs 0001 through CLINs 0003.

**B.6** ADDITIVE ALTERNATE CLINS 0004a, 0004b, 0005, 0006, 1004a, 1004b, 1005, 1006, 2004a, 2004b, 2005, 2006, 3004a, 3004b, 3005, 3006, 4004a, 4004b, 4005, and 4006 - The District reserves the right to exercise **Or Not Exercise** the Additive Alternates. The Contracting Officer (CO) may or may not exercise the Additive Alternates for inclusion in the contract based on whether the CO determines that it is a good value for the District and whether adequate funding exists to include them.

**B.6.1** Each Additive Alternates may be exercised at anytime during the contract term including option years.

**B.7 SCHEDULE**

**B.7.1** This section contains the price schedule that Offerors must submit as part of their price proposal. See Section **L.4 COST OR PRICING DATA REQUIRED** for additional instructions regarding the content and preparation of the price proposal.

**B.7.2 PRICE SCHEDULE – FIRM-FIXED UNIT PRICE WITH COST REIMBURSEMENT COMPONENT**

**BASE PERIOD (ONE YEAR)**

**B.7.2.1 CORE CONTRACT (CLINs 0001, 0002 and 0003)**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Unit of Measure</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
<b>0001</b>	<b>Supply and install pay-by- space multi-space parking meters without bill acceptor – See Sections C.3.1 thru C.3.1.1.11.5</b>	<b>EA</b>	<b>100</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b>0002</b>	<b>Annual operating fees</b>	<b>EA</b>	<b>100</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b>Grand Total for B.7.2.1</b>					<b>\$ _____</b>

Contract Line Item No. (CLIN)	Item Description	Not to Exceed Cost
0003	Credit card processing fees – See Section C.3.1.1.2	\$180,000.00

**B.7.2.2 ADDITIVE ALTERNATE (CLINS 0004a, and 0004b)**

Contract Line Item No. (CLIN)	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Price
CLIN 0004	Install signs governing the meters - See Section C.3.3				
CLIN 0004a	space number signs	EA	1000	\$ _____	\$ _____
CLIN 0004b	on street signage	EA	300	\$ _____	\$ _____
Grand Total for B.7.2.2				\$ _____	\$ _____

**B.7.2.3 ADDITIVE ALTERNATE CLINS 0005 and 0006**

Contract Line Item No. (CLIN)	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Price
0005	Supply and install in street sensors – See Section C.3.1.2	EA.	1000	\$ _____	\$ _____

Contract Line Item No. (CLIN)	Item Description	Not to Exceed Cost
0006	In Street Sensor Fees	\$50,000.00

**B.7.3****OPTION YEAR 1****B.7.3.1****CORE CONTRACT (CLINs 1001, 1002 and 1003)**

Contract Line Item No. (CLIN)	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Price
1001	Supply and install pay-by- space multi-space parking meters without bill acceptor – See Sections C.3.1 thru C.3.1.1.11.5	EA	100	\$ _____	\$ _____
1002	Annual operating fees	EA	100	\$ _____	\$ _____
Grand Total for B.7.3.1					\$ _____

Contract Line Item No. (CLIN)	Item Description	Not to Exceed Cost
1003	Credit card processing fees – See Section C.3.1.1.2	<u>\$180,000.00</u>

**B.7.3.2****ADDITIVE ALTERNATE (CLINS 1004a, and 1004b)**

Contract Line Item No. (CLIN)	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Price
CLIN 1004	Install signs governing the meters - See Section C.3.3				
CLIN 1004a	space number signs	EA	1000	\$ _____	\$ _____
CLIN 1004b	on street signage	EA	300	\$ _____	\$ _____
Grand Total for B.7.3.2				\$ _____	\$ _____

**B.7.3.3 ADDITIVE ALTERNATE (CLINS 1005 and 1006)**

Contract Line Item No. (CLIN)	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Price
1005	Supply and install in street sensors – See Section C.3.1.2	EA.	1000	\$ _____	\$ _____

Contract Line Item No. (CLIN)	Item Description	Not to Exceed Cost
1006	In Street Sensor Fees – Section C.	<u>\$50,000.00</u>

**B.7.4 OPTION YEAR 2**

**B.7.4.1 CORE CONTRACT (CLINs 2001, 2002 and 2003)**

Contract Line Item No. (CLIN)	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Price
2001	Supply and install pay-by- space multi-space parking meters without bill acceptor – C.3.1 thru C.3.1.1.11.5	EA	100	\$ _____	\$ _____
2002	Annual operating fees – See Section	EA	100	\$ _____	\$ _____
<b>Grand Total for B.7.4.1</b>					\$ _____

Contract Line Item No. (CLIN)	Item Description	Not to Exceed Cost
2003	Credit card processing fees – See Section C.3.1.1.2	<u>\$180,000.00</u>

**B.7.4.2 ADDITIVE ALTERNATE (CLINS 2004a, and 2004b)**

Contract Line Item No. (CLIN)	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Price
2004	Install signs governing the meters - See Section C.3.3				
2004a	space number signs	EA	1000	\$ _____	\$ _____
2004b	on street signage	EA	300	\$ _____	\$ _____
Grand Total for B.7.4.2				\$ _____	\$ _____

**B.7.2.3 ADDITIVE ALTERNATE CLINS 2005 and 2006**

Contract Line Item No. (CLIN)	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Price
2005	Supply and install in street sensors – See Section C.3.1.2	EA.	1000	\$ _____	\$ _____

Contract Line Item No. (CLIN)	Item Description	Not to Exceed Cost
2006	In Street Sensor Fees – Section C.	<u>\$50,000.00</u>

**B.7.5 OPTION YEAR 3**

**B.7.5.1 CORE CONTRACT (CLINs 3001, 3002 and 3003)**

Contract Line Item No. (CLIN)	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Price
3001	Supply and install pay-by- space multi-space parking meters without bill acceptor – C.3.1 thru C.3.1.1.11.5	EA	100	\$ _____	\$ _____
3002	Annual operating fees – See Section	EA	100	\$ _____	\$ _____
<b>Grand Total for B.7.5.1</b>					\$ _____

Contract Line Item No. (CLIN)	Item Description	Not to Exceed Cost
3003	Credit card processing fees – See Section C.3.1.1.2	<u>\$180,000.00</u>

**B.7.5.2 ADDITIVE ALTERNATE CLINS (3004a, and 3004b)**

Contract Line Item No. (CLIN)	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Price
CLIN 3004	Install signs governing the meters - See Section C.3.3				
CLIN 0004a	space number signs	EA	1000	\$ _____	\$ _____
CLIN 3004b	on street signage	EA	300	\$ _____	\$ _____
<b>Grand Total for B.7.5.2</b>				\$ _____	\$ _____

**B.7.5.3 ADDITIVE ALTERNATE (CLINS 3005 and 3006)**

Contract Line Item No. (CLIN)	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Price
3005	Supply and install in street sensors – See Section C.3.1.2	EA.	1000	\$ _____	\$ _____

Contract Line Item No. (CLIN)	Item Description	Not to Exceed Cost
3006	In Street Sensor Fees – Section C.	<u>\$0.00</u>

**B.7.6 OPTION YEAR 4**

**B.7.6.1 CORE CONTRACT (CLINs 4001, 4002 and 4003)**

Contract Line Item No. (CLIN)	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Price
4001	Supply and install pay-by- space multi-space parking meters without bill acceptor – C.3.1 thru C.3.1.1.11.5	EA	100	\$ _____	\$ _____
4002	Annual operating fees – See Section	EA	100	\$ _____	\$ _____
Grand Total for B.7.6.1					\$ _____

Contract Line Item No. (CLIN)	Item Description	Not to Exceed Cost
4003	Credit card processing fees – See Section C.3.1.1.2	<u>\$180,000.00</u>

**B.7.2.2 ADDITIVE ALTERNATE (CLINS 4004a, and 4004b)**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Unit of Measure</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>CLIN 0004</b>	<b>Install signs governing the meters - See Section C.3.3</b>				
<b>CLIN 4004a</b>	<b>space number signs</b>	<b>EA</b>	<b>1000</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b>CLIN 4004b</b>	<b>on street signage</b>	<b>EA</b>	<b>300</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b>Grand Total for B.7.6.2</b>				<b>\$ _____</b>	<b>\$ _____</b>

**B.7.6.3 ADDITIVE ALTERNATE (CLINS 4005 and 4006)**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Unit of Measure</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>4005</b>	<b>Supply and install in street sensors – See Section C.3.1.2</b>	<b>EA.</b>	<b>1000</b>	<b>\$ _____</b>	<b>\$ _____</b>

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Not to Exceed Cost</b>
<b>4006</b>	<b>In Street Sensor Fees – Section C.</b>	<b><u>\$50,000.00</u></b>

- G.10.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.10.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.10.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.10.2 The address and telephone number of the COTR is:

**COTR:** Tierney Viteri  
**Title:** Assistant Program Manager  
**Address:** 2000 14<sup>th</sup> Street, N.W., 7<sup>th</sup> Floor  
Washington, D.C. 20009  
**Telephone:** 202-671-1352  
**Fax:** 202-671-0667  
**Email Address:** tierney.viteri@dc.gov

- G.10.3 The COTR shall NOT have the authority to:
  - G.10.3.1 Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
  - G.10.3.2 Grant deviations from or waive any of the terms and conditions of the contract;
  - G.10.3.3 Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract;
  - G.10.3.4 Authorize the expenditure of funds by the Contractor;
  - G.10.3.5 Change the period of performance; or
  - G.10.3.6 Authorize the use of District property, except as specified under the contract.
- G.10.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**G.11 COST REIMBURSEMENT CEILING**

- G.11.1 Cost reimbursement ceiling for this contract is set forth in Section B.3.
- G.11.2 The costs for performing this contract shall not exceed the cost reimbursement ceiling specified in Section B.3.
- G.11.3 The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceiling.

- G.11.4** The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceiling.
- G.11.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this contract.
- G.11.6** The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section B.3, and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in Section B.3, until he CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this contract.
- G.11.7** No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.
- G.11.8** If any cost reimbursement ceiling specified in Section B.3 is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.11.9** A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B.3, unless the change order specifically increases the cost reimbursement ceiling.
- G.11.10** Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title VI of the D.C. Procurement Practices Act of 1985 shall be reimbursable.

**H.10 WARRANTY – Equipment and Service**

The contractor shall certify their products and replace free of charge in case any malfunctions occur. Product malfunctions must not result in any cost to the customers.

**H.11 AUDITS AND RECORDS**

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

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

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

**H.11.3.1** The proposal for the contract, subcontract, or modification;

**H.11.3.2** The discussions conducted on the proposal(s), including those related to Pricing of the contract, subcontract, or modification; or

**H.11.3.3** Performance of the contract, subcontract or modification.

**H.11.4 Comptroller General**

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

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

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

- H.11.5.1** The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- H.11.5.2** the data reported.
- H.11.6** **Availability.** The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.11.1 through H.11.5, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:
- H.11.6.1** If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until three (3) years after any resulting final termination settlement; and
- H.11.6.2** The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- H.11.7** The Contractor shall insert a clause containing all the terms of this clause, including this section H.11.7, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:
- H.11.7.1** That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- H.11.7.2** For which cost or pricing data are required; or
- H.11.7.3** That requires the subcontractor to furnish reports as discussed in H.11.5 of this clause.