

SOLICITATION, OFFER, AND AWARD		1. Caption Turnkey Solutions Valere Power Equipment		Page of Pages 1 36	
2. Contract Number	3. Solicitation Number DCTO-2010-B-0044	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 1/29/2010	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: Office of Contracting and Procurement Information Technology Unit 441 4th Street, NW, Suite 700 South Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement 441 4th Street, NW, Suite 703 South, Bid Room Washington, DC 20001		

SOLICITATION

9. Sealed offers in original and 3 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 8-Feb-10 (Hour) (Date)

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

10. For Information Contact	A. Name Frederick A. Dorsey	B. Telephone (Area Code) 202 (Number) 727-0017 (Ext)	C. E-mail Address frederick.dorsey@dc.gov
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OFFER

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

13. Discount for Prompt Payment	<input type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> _____ Calendar days %
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

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

AWARD (TO BE COMPLETED BY GOVERNMENT)

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

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Office of the Chief Technology Officer (OCTO) is seeking a contractor to provide a Turnkey Solution to Install and support DC Valere Power Equipment. As per Attachment (B) Statement of Work to this solicitation.

B.2 The District contemplates an award of a fixed price contract to support the best interest of the District of Columbia. The District intends to award in its entirety. The priced bid sheet must have **GRAND TOTAL** for the complete Turnkey Solution and the number of days needed to complete the installation after ROA in Section B4.

B.2.1 ALL SERVICES PROVIDED FOR THIS SOLICITATION MUST BE IN ACCORDANCE WITH THE ORIGINAL STATEMENT OF WORK NO DEVIATIONS OR SUBSTITUTIONS ALLOWED.

B.2.2 Contractor must be a Certified VALERE Reseller and present evidence of such in its proposal/ response. No “Gray Market” equipment will be accepted. Contractor must be authorized by the manufacturer to resell all the items required by the solicitation and submit evidence of manufacturer certification/authorization. All equipment provided must be new, original manufacturer parts only, no substitutions allowed and must carry a full manufacturer’s warranty and be delivered in a sealed manufacturer’s package.

B. 3 The District will purchase its requirements of the articles or services included herein from the Contractor.

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B.4 Table 1. Price Schedule

Provide FOB Pricing for the QTY. LISTED BELOW.

QUANTITY	MFG PART NUMBER	DESCRIPTION	FOB PRICING
13	CC9S-ANL-VC	Valere Compact Rectifier Shelves	
7	Q4815N-23DD01-VC	Valere Integrated Rectifier/Distribution System	
25	BC2000-A01-10VC	Valere Ethernet Controllers	
85	V2500A-VC	Valere 50-amp 48-volt Rectifier Modules	
20	V-Blank-VC	blank rectifier filler module	
72	CBB-100M	100-amp bullet circuit-breaker	
72	CBB-050M	50-amp bullet circuit-breaker	
72	CBB-030M	30-amp bullet circuit-breaker	
100	BP1001004DDVV	10-foot Battery Cable	

Total Price Schedule Summary

Task	Description / Requirements	Total Number of Calendar Days Needed to deliver complete list of Materials after ROA.	GrandTotal FOB PRICE FOR COMPLETE Turnkey Valere EQUIPMENT Solution Labor and Materials.
Task	Complete Turnkey Valere Power Equipment Installation and Support. In accordance with the Statement of work Attachment A, terms and conditions developed by DC-NET.	_____ Days	\$_____.

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- B.4.1 The District, utilizing the Past Performance Evaluation form Attachment J.1 will solicit Past Performance Evaluation from a minimum of three (3) references provided by the respondent to the solicitation. The form must be fully completed in accordance with the Rating Guidelines supplied and returned with the response to be considered for award.**
- B.4.2 The District utilizing the incorporated attachments in Section J will solicit a current Tax Certification Affidavit the form must be fully completed and returned with the response to be considered for award.**

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

DC-NET has 20 transport nodes that were installed over 5 years ago. These sites were equipped with C & D AGM-60 rectifiers and Liberty batteries of either 100 ampere-hour or 150 ampere-hour capacity. Operational battery end-of-life for these batteries has been reached with one string already showing abnormal readings at the last preventative maintenance interval; industry practice for this generic type of battery is to replace them after 5 years to insure adequate operational reserve.

The AGM-60 rectifiers have been manufacturer discontinued for some time; they are also a very hazardous to work on when adding or changing any power output termination(s) while in-service. This is a routine requirement as the equipment at a given site needs to be replaced, upgraded, or additional equipment is deployed. Additionally, the replacement of the AGM-60's with the requested Valere equipment will enable the elimination of the legacy Dantel alarm telemetry equipment, which has been proving un-reliable and un-dependable. The Valere BC2000 controller is Ethernet based and has the provision to accept up to 4 out-side alarm contacts in addition to its own environmental telemetry and system performance data delivery (functions not accessible on any level from the AGM-60/Dantel platforms.

C.2 BACKGROUND

The District of Columbia Government DC NET has a requirement for power that will be used at the DC NET. This will allow the DC NET Operations team to continue day to day operations.

C.3 REQUIREMENTS

The contractor(s) shall provide the equipment as specified in Section B. of this solicitation. With delivery to the DC NET office in accordance with all terms and conditions of the forthcoming award to complete this requirement.

C.4 Delivery: All supply shipments will be appropriately insured and shipped **FOB** via recognized and trusted commercial carrier to DC-NET location.

SECTION D: PACKAGING AND MARKING

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

SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by clause number five *(5) Inspection of Supplies and 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.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for 80 days from date of award; however, the Contractor shall deliver all equipment within a maximum of **Eighty (80) days from the contract award date.**

F.2 Delivery: All supply shipments will be appropriately insured and shipped **FOB** via recognized and trusted commercial carrier to DC-NET location.

F.2.1 . Installation (Note: all labor must be provided by qualified data center installers; Pass performance evaluations confirm projects of similar size and scope. Each performance evaluation MUST provide Point of Contact; indicate period of performance dates, company, contact names and numbers for verification. TO BE CONSIDERED FOR AWARD.

F.3 Deliverables

F.3.1 First Source Agreement Report

The Prime Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Prime Contractor does not submit the report as part of the deliverables, final payment to the Prime Contractor may not be paid

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of a proper invoice, 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 a proper single invoice 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:

DC Office of the CTO (Accts Payable)
Telephone No.: 202-730-0521
Fax No.: 202-730-0514

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.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

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

G.4 PAYMENT

Payment will be made on completion and acceptance of each item in accordance with the agreed upon delivery schedule.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

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

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

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

G.6.2 Payments to Subcontractors

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

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

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

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

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

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

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:

Name: Kenneth Morrow
Office of Contracting and Procurement
Address: 441 4th Street, NW

Suite 711 North

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

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

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

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

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

TBD
DC Office of the CTO (DC-NET)
655 15th St. NW.
Washington, D.C. 20005

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.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 PUBLICITY

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

H.2 FREEDOM OF INFORMATION ACT

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

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

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

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

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

H.3.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) 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.3.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

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

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

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

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

- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES 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.3.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.3.5 and H.3.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.3.4 or whether a waiver of compliance pursuant to section H.3.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

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

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

H.4 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.5 PROTECTION OF PROPERTY:

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

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

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

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

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. § 794 (1983) *et seq.*

H.8 WAY TO WORK AMENDMENT ACT OF 2006

- H.8.1** Except as described in H.8. 8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4** The 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.
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.1.2 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.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;

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

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

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

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- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

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

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

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____

With _____(Contractor's Name); and

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

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

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

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

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

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

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage prior to commencement of work. 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.

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.
2. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$1,000,000 limits per occurrence; \$2,000,000 per aggregate; \$1,000,000 for products and completed operations; and \$1,000,000 for personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$1,000,000 per accident for injury; \$1,000,000 per employee for disease; and \$1,000,000 for policy disease limit.

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4. **Crime Insurance.** The Contractor shall provide a policy to cover costs associated with the criminal activities of its employees including, but not limited to, robbery, burglary, larceny, forgery, or embezzlement. The policy shall provide a limit of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 per aggregate for each wrongful act.

- B. **DURATION.** Except as proved in I.8.A.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.

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

- D. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the 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.

SECTION J: LIST OF ATTACHMENTS

J.1 ADDITIONAL ATTACHMENTS

J.1.1 Past Performance Evaluation From with Rating Guide lines (Attachment A)

(TO BE COMPLETED AND RETURNED WITH BID AS A PART OF REQUIREMENT ON PAGE 35 SECTION L.16.9)

J.1.2 Complete Statement of Work (Attachment B)

J.1.3 Wage Determination No. 2005-2103 Revision No.: 8 Date Of Revision:5/26/2009

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 Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts, dated March 2007.

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:

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- 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.

K.8 METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

If authorized by the bidder(s) resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.

- A. Any member utilizing such contract(s) will place its own order(s) with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- B. A negative reply will not adversely affect consideration of your bid/proposal.

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- C. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contractor(s).
- D. Each participating jurisdiction has the option of executing a separate contract with the awardees. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee(s), the awardee(s) may withdraw its extension of the award to that jurisdiction.
- E. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardees.

In pricing section of contract:

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

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

Vendor Name

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 or multiple contracts resulting from this solicitation to the responsive and responsible bidder(s) who has the lowest bid(s).

L.2 PREPARATION AND SUBMISSION OF BIDS

- L.2.1** Bidders shall submit a signed original and 3 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. DCTO-2009-B-0044, Battery Backup Power Equipment."**
- L.2.2** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.
- L.2.3** The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.
- L.2.4** The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

L.3 FAMILIARIZATION WITH CONDITIONS (SERVICES)

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

L.4 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than **10:00 a.m.** local time on **February 8, 2010.**

L.5 WITHDRAWAL OR MODIFICATION OF BIDS

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

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

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

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

L.6.2 Postmarks

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

L.6.3 Late Submissions

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

L.6.4 Late Modifications

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

L.6.5 Late Bids

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

L.7 HAND DELIVERY OR MAILING OF BIDS

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

L.8 ERRORS IN BIDS

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

L.9 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder shall submit questions no later than 4 business days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than 4 business 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, Office of Contracting and Procurement, 441 4th Street, NW, Suite 971N, Washington, D.C. 20001, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of Contracting and Procurement, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer, Office of Contracting and Procurement, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.11 BID PROTESTS

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 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 NOT include option year prices in its price/cost bid.

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 nonresponsibility 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 nonresponsible.

L.16.9 **The District, utilizing the Past Performance Evaluation form Attachment J.1 will solicit Past Performance Evaluation from a minimum of three (3) references provided by the respondent to the solicitation. The form must be fully completed in accordance with the Rating Guidelines supplied and returned with the response to be considered for award.**

SECTION M: EVALUATION FACTORS

**OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE
(SUPPLIES AND SERVICES)**

M.1 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals 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 General Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

M.1.1.1 Three percent reduction in the bid price or the addition of three points on a 100-point scale for 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;

M.1.1.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;

M.1.1.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;

M.1.1.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;

M.1.1.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

M.1.1.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

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M.1.2 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

- M.1.2.1** Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.1.2.2** Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.1.2.3** Any prime contractor that is an 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 an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.1.2.4** Any prime contractor that is an 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 an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.1.2.5** Any prime contractor that is a 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 an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
- M.1.2.6** Any prime contractor that is a 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 an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

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 percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. 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 or proposal, 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 RBO, 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 RBO, 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: LSDBE Certification Program
441 Fourth Street, N.W., 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.

PAST PERFORMANCE EVALUATION FORM

(Check appropriate box)

Performance Elements	RATING (See Rating Guidelines on Page 2)					
	5 – Excellent	4 – Good	3 – Acceptable	2 – Minimally Acceptable	1 – Poor	0 – Unacceptable
Quality of Services/Work						
Timeliness of Performance						
Cost Control						
Business Relations						
Customer Satisfaction						

1. Name of Contractor being Evaluated: _____
2. Name & Title of Evaluator: _____
3. Signature of Evaluator: _____
4. Name of Evaluator's Organization: _____
5. Telephone Number of Evaluator: _____
6. Type of service received: _____
7. Contract Number, Amount and period of Performance _____
8. Remarks on Excellent Performance: Provide data supporting this observation. Continue on separate sheet if needed)

9. Remarks on unacceptable performance: Provide data supporting this observation. (Continue on separate sheet if needed)

RATING GUIDELINES

Summarize Contractor performance in each of the rating areas. Assign each area a rating of 0 (Unacceptable), 1 (Poor), 2 (Acceptable), 3 (Good), 4(Excellent), or ++ (Plus). Use the following instructions a guidance in making these evaluations.

	Quality Product/Service	Cost Control	Timeless of Performance	Business Relations
	<ul style="list-style-type: none"> -Compliance with contract requirements -Accuracy of reports -Appropriateness of personnel -Technical excellence 	<ul style="list-style-type: none"> -Within budget (over/under target costs) -Current, accurate, and complete billings -Relationship of negated costs to actual -Cost efficiencies -Change order issue 	<ul style="list-style-type: none"> -Meet Interim milestones -Reliable -Responsive to technical directions -Completed on time, including wrap-up and contract administration -No liquidated damages assessed 	<ul style="list-style-type: none"> -Effective management -Businesslike correspondence -Responsive to contract requirements -Prompt notification of contract problems -Reasonable/cooperative -Flexible -Pro-active -effective contractor recommended solutions -Effective snail/small disadvantaged business Subcontracting program
0. Unacceptable	Nonconformances are comprises the achievement of contract requirements, despite use of Agency resources	Cost issues are comprising performance of contract requirements.	Delays are comprising the achievement of contract requirements, Despite use of Agency resources.	Response to inquiries, technical/ service/administrative issues is not effective and responsive.
1, Poor	Nonconformances require major Agency resources to ensure achievement of contract requirements.	Cost issues require major Agency resources to ensure achievement of contract requirements.	Delays require major Agency resources to ensure achievement of contract requirements.	response to inquiries, technical/ service/administrative issues is marginally effective and responsive.
2. Minimally Acceptable	Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Costs issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Responses to inquiries, technical/ service/administrative issues is somewhat effective and responsive.
3. Acceptable	Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Responses to inquires, technical/ service/administrative issues is usually effective and responsive.
4. Good	There are no quality problems.	There are no cost issues.	There are not delays.	Responses to inquiries, technical/ service/administrative issues is effective and responsive,
5. Excellent	The contractor has demonstrated an exceptional performance level in some or all of the above categories.			

ATTACHEMENT A

DC Government – Office of the Chief Technology Officer STATEMENT OF WORK

1. MINIMUM NEED

DC-NET has 20 transport nodes that were installed over 5 years ago. These sites were equipped with C & D AGM-60 rectifiers and Liberty batteries of either 100 ampere-hour or 150 ampere-hour capacity. Operational battery end-of-life for these batteries has been reached with one string already showing abnormal readings at the last preventative maintenance interval; industry practice for this generic type of battery is to replace them after 5 years to insure adequate operational reserve. The AGM-60 rectifiers have been manufacturer discontinued for some time; they are also a very hazardous to work on when adding or changing any power output termination(s) while in-service. This is a routine requirement as the equipment at a given site needs to be replaced, upgraded, or additional equipment is deployed. Additionally, the replacement of the AGM-60's with the requested Valere equipment will enable the elimination of the legacy Dantel alarm telemetry equipment, which has been proving un-reliable and un-dependable. The Valere BC2000 controller is Ethernet based and has the provision to accept up to 4 out-side alarm contacts in addition to its own environmental telemetry and system performance data delivery (functions not accessible on any level from the AGM-60/Dantel platforms.

2. ANTICIPATED DELIVERY REQUIREMENTS

Delivery Date is TBD at time of award.

3. BILL OF MATERIALS

13 CC9S-ANL-VC Valere Compact Rectifier Shelves
7 Q4815N-23DD01-VC Valere Integrated Rectifier/Distribution System
25 BC2000-A01-10VC Valere Ethernet Controllers
85 V2500A-VC Valere 50-amp 48-volt Rectifier Modules
20 V-Blank-VC blank rectifier filler module
72 CBB-100M 100-amp bullet circuit-breaker
72 CBB-050M 50-amp bullet circuit-breaker
72 CBB-030M 30-amp bullet circuit-breaker
100 BP1001004DDVV 10-foot Battery Cable

4. Installation (Note: all labor must be provided by qualified data center installers; Pass performance evaluations confirm projects of similar size and scope. Each performance evaluation MUST provide Point of Contact; indicate period of performance dates, company, contact names and numbers for verification. TO BE CONSIDERED FOR AWARD.

Quantity	Freight	Item Description
		All materials – FOB shipped to DC NET

WD 05-2103 (Rev.-8) was first posted on www.wdol.gov on 06/02/2009

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
ADMINISTRATION

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS

By direction of the Secretary of Labor

WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

2103

Wage Determination No.: 2005-

Shirley F. Ebbesen Division of
Director Wage Determinations
05/26/2009

Revision No.: 8
Date Of Revision:

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince
George's, St Mary's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church,
Fauquier,
King George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE
RATE

FOOTNOTE

01000 - Administrative Support And Clerical Occupations

01011 - Accounting Clerk I

14.05

01012 - Accounting Clerk II

15.78

01013 - Accounting Clerk III

20.27

01020 - Administrative Assistant

28.55

01040 - Court Reporter

19.95

01051 - Data Entry Operator I

14.38

01052 - Data Entry Operator II

15.69

01060 - Dispatcher, Motor Vehicle

16.94

01070 - Document Preparation Clerk

14.21

01090 - Duplicating Machine Operator

14.21

01111 - General Clerk I

13.92

01112 - General Clerk II
15.32
01113 - General Clerk III
18.74
01120 - Housing Referral Assistant
25.29
01141 - Messenger Courier
12.38
01191 - Order Clerk I
14.85
01192 - Order Clerk II
16.29
01261 - Personnel Assistant (Employment) I
17.31
01262 - Personnel Assistant (Employment) II
19.36
01263 - Personnel Assistant (Employment) III
21.66
01270 - Production Control Clerk
22.03
01280 - Receptionist
14.12
01290 - Rental Clerk
16.55
01300 - Scheduler, Maintenance
17.49
01311 - Secretary I
17.49
01312 - Secretary II
19.70
01313 - Secretary III
25.29
01320 - Service Order Dispatcher
16.10
01410 - Supply Technician
28.55
01420 - Survey Worker
19.46
01531 - Travel Clerk I
12.92
01532 - Travel Clerk II
13.89
01533 - Travel Clerk III
14.92
01611 - Word Processor I
14.21
01612 - Word Processor II
16.65
01613 - Word Processor III
19.95
05000 - Automotive Service Occupations
05005 - Automobile Body Repairer, Fiberglass
25.26

05010 - Automotive Electrician
23.51
05040 - Automotive Glass Installer
22.15
05070 - Automotive Worker
22.15
05110 - Mobile Equipment Servicer
19.04
05130 - Motor Equipment Metal Mechanic
24.78
05160 - Motor Equipment Metal Worker
22.15
05190 - Motor Vehicle Mechanic
24.78
05220 - Motor Vehicle Mechanic Helper
18.49
05250 - Motor Vehicle Upholstery Worker
21.63
05280 - Motor Vehicle Wrecker
22.15
05310 - Painter, Automotive
23.51
05340 - Radiator Repair Specialist
22.15
05370 - Tire Repairer
14.44
05400 - Transmission Repair Specialist
24.78
07000 - Food Preparation And Service Occupations
07010 - Baker
13.48
07041 - Cook I
11.97
07042 - Cook II
13.28
07070 - Dishwasher
9.82
07130 - Food Service Worker
10.66
07210 - Meat Cutter
17.04
07260 - Waiter/Waitress
9.70
09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter
18.05
09040 - Furniture Handler
12.78
09080 - Furniture Refinisher
18.39
09090 - Furniture Refinisher Helper
14.11
09110 - Furniture Repairer, Minor
16.31

09130 - Upholsterer
18.05
11000 - General Services And Support Occupations
11030 - Cleaner, Vehicles
10.50
11060 - Elevator Operator
10.50
11090 - Gardener
16.22
11122 - Housekeeping Aide
11.25
11150 - Janitor
11.25
11210 - Laborer, Grounds Maintenance
12.47
11240 - Maid or Houseman
11.03
11260 - Pruner
11.37
11270 - Tractor Operator
14.66
11330 - Trail Maintenance Worker
12.47
11360 - Window Cleaner
11.68
12000 - Health Occupations
12010 - Ambulance Driver
19.46
12011 - Breath Alcohol Technician
18.55
12012 - Certified Occupational Therapist Assistant
21.01
12015 - Certified Physical Therapist Assistant
21.01
12020 - Dental Assistant
16.97
12025 - Dental Hygienist
40.68
12030 - EKG Technician
25.95
12035 - Electroneurodiagnostic Technologist
25.95
12040 - Emergency Medical Technician
20.41
12071 - Licensed Practical Nurse I
18.82
12072 - Licensed Practical Nurse II
21.09
12073 - Licensed Practical Nurse III
23.47
12100 - Medical Assistant
14.89
12130 - Medical Laboratory Technician
18.04

12160 - Medical Record Clerk
16.06
12190 - Medical Record Technician
18.27
12195 - Medical Transcriptionist
18.77
12210 - Nuclear Medicine Technologist
34.18
12221 - Nursing Assistant I
10.47
12222 - Nursing Assistant II
11.77
12223 - Nursing Assistant III
13.02
12224 - Nursing Assistant IV
14.62
12235 - Optical Dispenser
20.17
12236 - Optical Technician
14.41
12250 - Pharmacy Technician
16.47
12280 - Phlebotomist
14.62
12305 - Radiologic Technologist
28.28
12311 - Registered Nurse I
26.73
12312 - Registered Nurse II
32.41
12313 - Registered Nurse II, Specialist
32.41
12314 - Registered Nurse III
38.98
12315 - Registered Nurse III, Anesthetist
38.98
12316 - Registered Nurse IV
46.73
12317 - Scheduler (Drug and Alcohol Testing)
19.75
13000 - Information And Arts Occupations
13011 - Exhibits Specialist I
19.86
13012 - Exhibits Specialist II
24.61
13013 - Exhibits Specialist III
30.09
13041 - Illustrator I
20.48
13042 - Illustrator II
25.38
13043 - Illustrator III
31.03

13047 - Librarian
 30.80
 13050 - Library Aide/Clerk
 14.21
 13054 - Library Information Technology Systems
 27.82
 Administrator
 13058 - Library Technician
 19.89
 13061 - Media Specialist I
 18.73
 13062 - Media Specialist II
 20.95
 13063 - Media Specialist III
 23.36
 13071 - Photographer I
 16.14
 13072 - Photographer II
 18.90
 13073 - Photographer III
 23.67
 13074 - Photographer IV
 28.65
 13075 - Photographer V
 30.69
 13110 - Video Teleconference Technician
 19.35
 14000 - Information Technology Occupations
 14041 - Computer Operator I
 18.54
 14042 - Computer Operator II
 20.74
 14043 - Computer Operator III
 23.12
 14044 - Computer Operator IV
 25.69
 14045 - Computer Operator V
 28.45
 14071 - Computer Programmer I (see 1)
 25.43
 14072 - Computer Programmer II (see 1)
 14073 - Computer Programmer III (see 1)
 14074 - Computer Programmer IV (see 1)
 14101 - Computer Systems Analyst I (see 1)
 14102 - Computer Systems Analyst II (see 1)
 14103 - Computer Systems Analyst III (see 1)
 14150 - Peripheral Equipment Operator
 18.54
 14160 - Personal Computer Support Technician
 25.69
 15000 - Instructional Occupations
 15010 - Aircrew Training Devices Instructor (Non-Rated)
 35.71

15020 - Aircrew Training Devices Instructor (Rated)
43.84
15030 - Air Crew Training Devices Instructor (Pilot)
52.55
15050 - Computer Based Training Specialist / Instructor
34.39
15060 - Educational Technologist
32.75
15070 - Flight Instructor (Pilot)
52.55
15080 - Graphic Artist
26.80
15090 - Technical Instructor
25.08
15095 - Technical Instructor/Course Developer
30.67
15110 - Test Proctor
20.20
15120 - Tutor
20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
16010 - Assembler
9.44
16030 - Counter Attendant
9.44
16040 - Dry Cleaner
12.21
16070 - Finisher, Flatwork, Machine
9.44
16090 - Presser, Hand
9.44
16110 - Presser, Machine, Drycleaning
9.44
16130 - Presser, Machine, Shirts
9.44
16160 - Presser, Machine, Wearing Apparel, Laundry
9.44
16190 - Sewing Machine Operator
13.07
16220 - Tailor
13.90
16250 - Washer, Machine
10.41
19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room)
19.22
19040 - Tool And Die Maker
23.38
21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator
17.90
21030 - Material Coordinator
22.03

21040 - Material Expediter
22.03
21050 - Material Handling Laborer
12.92
21071 - Order Filler
13.87
21080 - Production Line Worker (Food Processing)
17.90
21110 - Shipping Packer
14.46
21130 - Shipping/Receiving Clerk
14.46
21140 - Store Worker I
11.44
21150 - Stock Clerk
16.46
21210 - Tools And Parts Attendant
17.90
21410 - Warehouse Specialist
17.90
23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder
25.68
23021 - Aircraft Mechanic I
24.46
23022 - Aircraft Mechanic II
25.68
23023 - Aircraft Mechanic III
26.97
23040 - Aircraft Mechanic Helper
16.61
23050 - Aircraft, Painter
23.42
23060 - Aircraft Servicer
18.71
23080 - Aircraft Worker
19.90
23110 - Appliance Mechanic
21.62
23120 - Bicycle Repairer
14.43
23125 - Cable Splicer
25.61
23130 - Carpenter, Maintenance
20.99
23140 - Carpet Layer
19.33
23160 - Electrician, Maintenance
27.43
23181 - Electronics Technician Maintenance I
23.70
23182 - Electronics Technician Maintenance II
25.15

23183 - Electronics Technician Maintenance III
26.50
23260 - Fabric Worker
19.01
23290 - Fire Alarm System Mechanic
22.78
23310 - Fire Extinguisher Repairer
17.52
23311 - Fuel Distribution System Mechanic
22.81
23312 - Fuel Distribution System Operator
19.38
23370 - General Maintenance Worker
21.43
23380 - Ground Support Equipment Mechanic
24.46
23381 - Ground Support Equipment Servicer
18.71
23382 - Ground Support Equipment Worker
19.90
23391 - Gunsmith I
17.52
23392 - Gunsmith II
20.38
23393 - Gunsmith III
22.78
23410 - Heating, Ventilation And Air-Conditioning
22.94
Mechanic
23411 - Heating, Ventilation And Air Contditioning
24.37
Mechanic (Research Facility)
23430 - Heavy Equipment Mechanic
22.78
23440 - Heavy Equipment Operator
22.78
23460 - Instrument Mechanic
22.59
23465 - Laboratory/Shelter Mechanic
21.62
23470 - Laborer
14.27
23510 - Locksmith
21.11
23530 - Machinery Maintenance Mechanic
22.99
23550 - Machinist, Maintenance
21.78
23580 - Maintenance Trades Helper
16.61
23591 - Metrology Technician I
22.59
23592 - Metrology Technician II
23.80

23593 - Metrology Technician III
24.96
23640 - Millwright
28.19
23710 - Office Appliance Repairer
22.96
23760 - Painter, Maintenance
21.62
23790 - Pipefitter, Maintenance
23.19
23810 - Plumber, Maintenance
20.99
23820 - Pneudraulic Systems Mechanic
22.78
23850 - Rigger
22.78
23870 - Scale Mechanic
20.38
23890 - Sheet-Metal Worker, Maintenance
22.78
23910 - Small Engine Mechanic
20.38
23931 - Telecommunications Mechanic I
27.74
23932 - Telecommunications Mechanic II
29.24
23950 - Telephone Lineman
26.38
23960 - Welder, Combination, Maintenance
22.78
23965 - Well Driller
22.78
23970 - Woodcraft Worker
22.78
23980 - Woodworker
17.52
24000 - Personal Needs Occupations
24570 - Child Care Attendant
12.79
24580 - Child Care Center Clerk
17.77
24610 - Chore Aide
10.52
24620 - Family Readiness And Support Services
15.68
Coordinator
24630 - Homemaker
18.43
25000 - Plant And System Operations Occupations
25010 - Boiler Tender
27.10
25040 - Sewage Plant Operator
20.73

25070 - Stationary Engineer
27.10
25190 - Ventilation Equipment Tender
19.08
25210 - Water Treatment Plant Operator
20.73
27000 - Protective Service Occupations
27004 - Alarm Monitor
20.57
27007 - Baggage Inspector
12.66
27008 - Corrections Officer
22.25
27010 - Court Security Officer
23.33
27030 - Detection Dog Handler
20.57
27040 - Detention Officer
22.25
27070 - Firefighter
22.39
27101 - Guard I
12.66
27102 - Guard II
20.57
27131 - Police Officer I
26.14
27132 - Police Officer II
28.99
28000 - Recreation Occupations
28041 - Carnival Equipment Operator
13.59
28042 - Carnival Equipment Repairer
14.63
28043 - Carnival Equipment Worker
9.24
28210 - Gate Attendant/Gate Tender
13.01
28310 - Lifeguard
11.59
28350 - Park Attendant (Aide)
14.56
28510 - Recreation Aide/Health Facility Attendant
10.62
28515 - Recreation Specialist
18.04
28630 - Sports Official
11.59
28690 - Swimming Pool Operator
18.21
29000 - Stevedoring/Longshoremen Occupational Services
29010 - Blocker And Bracer
23.13

29020 - Hatch Tender
23.13
29030 - Line Handler
23.13
29041 - Stevedore I
21.31
29042 - Stevedore II
24.24
30000 - Technical Occupations
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)
38.00
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)
26.21
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)
28.86
30021 - Archeological Technician I
18.93
30022 - Archeological Technician II
21.11
30023 - Archeological Technician III
27.56
30030 - Cartographic Technician
27.56
30040 - Civil Engineering Technician
24.01
30061 - Drafter/CAD Operator I
19.89
30062 - Drafter/CAD Operator II
22.25
30063 - Drafter/CAD Operator III
24.80
30064 - Drafter/CAD Operator IV
30.52
30081 - Engineering Technician I
21.63
30082 - Engineering Technician II
24.29
30083 - Engineering Technician III
27.17
30084 - Engineering Technician IV
33.66
30085 - Engineering Technician V
41.16
30086 - Engineering Technician VI
49.81
30090 - Environmental Technician
24.92
30210 - Laboratory Technician
23.38
30240 - Mathematical Technician
28.94
30361 - Paralegal/Legal Assistant I
21.36

30362 - Paralegal/Legal Assistant II
26.47
30363 - Paralegal/Legal Assistant III
32.36
30364 - Paralegal/Legal Assistant IV
39.16
30390 - Photo-Optics Technician
27.56
30461 - Technical Writer I
21.84
30462 - Technical Writer II
26.70
30463 - Technical Writer III
32.31
30491 - Unexploded Ordnance (UXO) Technician I
24.15
30492 - Unexploded Ordnance (UXO) Technician II
29.22
30493 - Unexploded Ordnance (UXO) Technician III
35.03
30494 - Unexploded (UXO) Safety Escort
24.15
30495 - Unexploded (UXO) Sweep Personnel
24.15
30620 - Weather Observer, Combined Upper Air Or (see 2)
24.80
Surface Programs
30621 - Weather Observer, Senior (see 2)
27.56
31000 - Transportation/Mobile Equipment Operation Occupations
31020 - Bus Aide
13.02
31030 - Bus Driver
18.95
31043 - Driver Courier
12.71
31260 - Parking and Lot Attendant
10.07
31290 - Shuttle Bus Driver
14.69
31310 - Taxi Driver
13.98
31361 - Truckdriver, Light
14.69
31362 - Truckdriver, Medium
17.18
31363 - Truckdriver, Heavy
18.42
31364 - Truckdriver, Tractor-Trailer
18.42
99000 - Miscellaneous Occupations
99030 - Cashier
10.03

99050 - Desk Clerk
11.58
99095 - Embalmer
23.05
99251 - Laboratory Animal Caretaker I
11.30
99252 - Laboratory Animal Caretaker II
12.35
99310 - Mortician
31.73
99410 - Pest Controller
16.01
99510 - Photofinishing Worker
12.75
99710 - Recycling Laborer
16.82
99711 - Recycling Specialist
20.65
99730 - Refuse Collector
14.91
99810 - Sales Clerk
12.09
99820 - School Crossing Guard
13.43
99830 - Survey Party Chief
21.94
99831 - Surveying Aide
13.63
99832 - Surveying Technician
20.85
99840 - Vending Machine Attendant
14.43
99841 - Vending Machine Repairer
18.73
99842 - Vending Machine Repairer Helper
14.43

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the

performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential

and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees

employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials.

This includes work such as screening, blending, dying, mixing, and pressing of sensitive

ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder

and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary

affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form
1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.