

COVER PAGE

REQUEST FOR QUOTATION
07-RFQ/BPA-BF-101
“ELECTRICAL SUPPLIES AND EQUIPMENT”

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE: _____

TITLE: _____

DATE: _____



OFFICE OF CONTRACTS AND PROCUREMENT

Date: August 10, 2007
To: All Quoters
Subject: Request for Quotation (RFQ) 07-RFQ/BPA-BF-101

This is an invitation for you to submit a quotation to furnish electrical supplies and materials to the Washington Convention Center Authority (WCCA). This requirement will be for a period of five (5) years, which includes one bases and four (4) one year options. The period of performance is scheduled to begin October 1, 2007 thru September 1, 2012. The award of an agreement is contingent upon the approval of fiscal year 2008 budget. Your quotation shall be in accordance with the attached Statement of Work.

Quoter shall be a District of Columbia Small Business certified by the Department of Small, Local, and Disadvantage Business. Your firm must be currently and has been providing electrical supplies and equipment for at least three (3) years in the Washington Metropolitan Area. Additionally, your firm must provide a copy of its certification letter and business license. The quote shall be submitted to the office of Contracts and Procurement at WCCA no later than 12 noon Monday, September 10, 2007 or earlier. The quote shall include an original and three (3) copies.

The quote must be signed by an official authorized to bind the company. The quote must state that the terms of the quote are valid for a period of thirty (30) days from date of quote. Submit quotes to Washington Convention Center, Attn: Brenda Fuller, Office of Contracts and Procurement, 801 Mount Vernon PL., NW, Washington, DC 20001. Should you have any questions, please contact me at (202) 249-3023 or bfuller@dcconvention.com.

Sincerely,

Brenda Fuller
Senior Contract Specialist

REQUEST FOR QUOTATION

07-RFQ/BPA-BF-101

A. Scope of Requirement

The Washington Convention Center Authority (WCCA) is soliciting responses from vendors to establish Blanket Purchase Agreements (BPA) to provide electrical supplies, equipment on an as-needed basis. The services shall be delivered to the Washington Convention Center, located at 801 Mount Vernon Place, NW, Washington, DC 20001. The Contractor shall furnish all supervision, labor, equipment, and materials for the provision of services.

WCCA contemplates award of multiple time and material BPAs with cost reimbursable components; however, it reserves the right to award a different type of contract.

All Quoters shall submit two (2) copies of their most recent catalog, price listing or web site with Stock Numbers. The pricing shall be in accordance with the Vendor's pricing schedule/catalog minus the percent discount to WCCA.

For a description of the Authority's most commonly purchased items, see the attached **Quote Form**. Quoters shall affirm that they stock electrical items most commonly used by WCCA and/or possess the capability to deliver said items to the Authority within twenty (24) hours of the request for supplies. The supplies shall be of a quality grade, in good operating condition, and available for inspection by the Authority. The equipment shall meet all Occupational Safety and Health Administration (OSHA) safety requirements.

The selected vendor(s) shall work closely with the facilities staff of the WCCA to ensure that costs are minimized while maintaining quality, scheduling and deadlines are met, and pricing is competitive. The services required could include, but are not limited to the following:

B. Terms

B.1 Delivery

The delivery of electrical supplies shall be for a base year period and four (4) one year renewable option periods. The Authority bases the exercising of this option upon satisfactory performance by the Vendor.

B.2 Option to Extend the term of the Contract

- a. **WCCA may extend the term of this BPA for a period of four (4) one-year option periods, or successive fractions thereof, by written modification to the Contractor before the expiration of the contract;**

provided that WCCA will give the contractor a preliminary written notice of its intent to extend at least thirty (30) days before the BPA expires. The preliminary notice does not commit WCCA to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the contracting office prior to expiration of the BPA.

- b. If WCCA exercises this option, the BPA contract shall be considered to include this option provision.
- c. The prices for the option period shall be as specified in the BPA.

B.3 Wage Determination

The Contractor shall be bound by the **appropriate wage determination for the District of Columbia. They are the Wage Determination No. 2005-2103, Revised May 29, 2007** issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 *et seq.*), and/or the Davis Bacon rates Dated July 6, 2007. The appropriate wage determination(s) is incorporated herein as Attachment B of the quotation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option period(s) and the Contractor may be entitled to an equitable adjustment.

C. Estimated Annual Quantity

The Authority estimates the cumulative quantity of electrical supplies for each Contract period is **\$40,000.00**. This estimate is based on prior demand history but is not a guaranteed minimum.

D. Guaranteed Minimum

The guaranteed minimum for the base year and the option period (if renewed) is **\$5,000.00**. The Authority is not obligated to buy any quantities beyond the guaranteed minimum quantity, and may, if justified, buy elsewhere after that quantity has been procured (through that is not the intent and is not a common occurrence).

E. Ordering Procedures

The Authority shall initiate the purchase of electrical supplies and equipment by placing Release Orders against the Agreement. The minimum amount that will be ordered is twenty-five dollars (\$25.00). The maximum amount that can be ordered at one time is Twenty Thousand dollars (\$20,000.00).

All ordering shall be accomplished by issuing a Release Order to the Contractor, which at a minimum must contain the following:

- Name of Contractor
- Description of Items
- Stock Number
- Release Number

F. Evaluation Process

F.1 Selection Criteria

WCCA will make the award based on the contractor's response which conforms to the solicitation and is most advantageous to WCCA, when cost or price, and technical factors as listed in Section D.2 are considered. For this solicitation, technical quality is more important than cost or price. As responses become more equal in their technical merit, the evaluated cost or price becomes more important.

F.2 Technical Criteria

The technical criteria to be considered are listed below in descending order based on importance:

- a. Submission of all information required in the Scope of Services
- b. The Offeror(s) shall demonstrate a sound reputation for timely service delivery, and client satisfaction
- c. Quality of parts, supplies and equipment
- d. Experience of Offeror
- e. References

F.3 Start Work Date

The Offeror(s) shall certify that it will be available to start work five (5) calendar days after notification of award.

Quotations must be submitted no later than **12:00 Noon, EST, Monday, September 10, 2007. Any quote received at 12:01 noon, EST or later is considered late and will be held unopened other than for identification. Upon selection of a contractor the late quote(s) will be filled with the unsuccessful Offerors.**

G. TERMS AND CONDITIONS

G.1 Insurance Requirement

G.1.1 Commercial General Liability Insurance

The Contractor shall secure and maintain during the Contract period Commercial General Liability insurance with limits of not less than one (1) million dollars(\$1,000,000.00) per occurrence and in the aggregate. The Commercial General Liability coverage must be extended to include owners, employees and contractors protective liability. The coverage should also include all premises and product operations, personal and advertising injury and contractual liability.

G.1.2 Worker's Compensation Insurance

The Contractor shall secure and maintain during the Contract period all Worker's Compensation insurance required by the District of Columbia Government law for all employees, and its employees involved in the Contract, without exclusion of any class of employee.

G.1.3 Upon execution of this Contract, the Contractor shall provide Certificates of Insurance to WCCA for review and approval. All insurance policies and Certificates described herein shall state that WCCA, its Board of Directors, employees and officers, are named as additional insured.

G.1.4 Notice

G.1.4.1 The Contractor shall take proper measures to protect the building from damage. In case of damage, the Contractor shall be liable for the cost to restore the damaged property to a condition similar or equal to that existing before such damage was done, to the satisfaction of WCCA.

G.1.4.2 The Contractor shall confine its operations and workforce to the space allowed by law and allocated by WCCA.

G.1.4.3 The Contractor shall immediately report in writing to the WCCA's Manger of Contracts and Procurement any incident which might reasonably be expected to result in any claim under any of the coverage's mentioned herein. Contractor agrees to cooperate with WCCA in promptly releasing information as to the disposition of any claims, including a resume of claims experience relating to WCCA.

G.1.5 Scheduling of Work

- G.1.5.1 Delivery of electrical supplies, materials and/or equipment at a minimum of two (2) deliveries at a total dollar value of \$500.00 for the Base Year and four (4) occasions for each Option Year. The Contractor shall deliver the items the next business day for orders placed by 2:00 PM, (EST), the following day. The Offeror shall include in its proposal the estimated maximum electrical supplies it can supply per order.
- G.1.5.2 Should the Contractor fail to provide Electrical Supplies and/or Equipment pursuant to the fee schedule or a written modification in any month of the contract year, the Contractor shall be liable for the cost to WCCA to acquire substitute services of similar quality. In addition, the Contractor shall be liable for the difference of the cost of the substituted services, and the fees that would otherwise have been due the Contractor under the fee schedule.

H. Applicability of Provisions and Acts

- H.1 WCCA Standard Contract Provisions (SCP) dated May, 2006, is incorporated by reference. A copy of WCCA's SCP may be downloaded from WCCA's website at http://www.dccconvention.com/community/business_current.asp.
- H.2 **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.

SBEs responding to this requirement must be certified as small in the procurement category of 285-00-00 in order to be eligible to submit a bid or proposal.

H.2.1 Subcontracting Set-Aside

There is no required subcontracting set-aside of the total dollar value of this contract. This is a one-hundred percent (100%) set-aside for businesses certified by the Small and Local Business Opportunity

Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, as local business enterprises, disadvantaged business enterprises, resident-owned businesses, local business enterprises with their principal offices located in an enterprise zone, small business enterprises, or long time resident businesses. Any SLBOC (prime contractor) responding to this solicitation shall submit within five (5) days of the contracting officer's request, a notarized statement detailing its subcontracting plans. Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer.

H.2.2 General Preferences

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

- H.2.2.1 Three (3%) percent reduction in the bid price or the addition of three (3) 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;
- H.2.2.2 Five (5%) percent reduction in the bid price or the addition of five (5) points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- H.2.2.3 Ten (10%) percent reduction in the bid price or the addition of ten (10) points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- H.2.2.4 Two (2%) percent reduction in the bid price or the addition of two (2) points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- H.2.2.5 Two (2%) percent reduction in the bid price or the addition of two (2) points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) certified by the SLBOC or the DSLBD, as applicable; and
- H.2.2.6 Two (2%) percent reduction in the bid price or the addition of two (2) points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

H.2.3 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

- H.5.3.1 Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three (3%) percent 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 (3) 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).
- H.2.3.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a five (5%) percent reduction in the bid price for a bid submitted by the ROB in response to an Invitation for Bids (IFB) or the addition of three (3) points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to a Request for Proposals (RFP).
- H.2.3.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten (10%) percent reduction in the bid price for a bid submitted by the LRB in response to an Invitation for Bids (IFB) or the addition of ten (10) points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to a Request for Proposals (RFP).
- H.2.3.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two (2%) percent reduction in the bid price for a bid submitted by the LBE in response to an Invitation for Bids (IFB) or the addition of two (2) points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to a Request for Proposals (RFP).
- H.2.3.5 Any prime contractor that is an DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two (2%) percent reduction in the bid price for a bid submitted by the DZE in response to an Invitation for Bids (IFB) or the addition of two (2) points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to a Request for Proposals (RFP).
- H.2.3.6 Any prime contractor that is an DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two (2%) percent reduction in the bid price for a bid submitted by the DBE in response to an Invitation for Bids (IFB) or the addition of two (2) points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to a Request for Proposals (RFP).

H.5.4 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.

H.2.5 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.

H.5.6 Vendor Submission for Preferences

H.2.6.1 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:

H.2.6.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or ROB, to include a copy of all relevant letters of certification from the SLBOC; or

H.2.6.1.2 Evidence of the vendor's or joint ventures provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or ROB, to include a copy of the provisional certification from the DSLBD.

H.2.6.2 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, NW, Suite 970N
Washington, DC 20001*

H.2.6.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

H.2.7 LBE, SBE, OR DBE Prime Contractor Performance Requirements

H.2.7.1 **If an LBE, SBE, or DBE is selected as a prime contractor and is granted points or price reduction pursuant to the Act, that LBE, SBE, or DBE prime contractor shall perform at least 35% of the contracting effort, excluding the cost of materials, goods, and supplies, with its own organization and resources and, if it subcontracts, at least 35% of the subcontracted effort, excluding**

the cost of materials, goods, and supplies, shall be wit LBEs, SBEs, or DBEs.

H.2.7.2 If the total of the contracting effort, excluding the cost of materials, goods, and supplies, proposed to be performed by the LBE, SBE, or DBE is less than the amount required by the preceding paragraph, then the LBE, SBE, or DBE shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

H.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

H.6.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the WCCA if payment is made within the discount period specified by the Offeror.

H.6.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the WCCA, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the WCCA check.

H.7 Subcontracting Plan

Any prime contractor responding to a solicitation in which there is an LBE, DBE, SBE, DZE, LRB, or ROB subcontracting set-aside, shall submit, within 5 days of the contracting officer's request, a notarized statement detailing its subcontracting plan. Each subcontracting plan shall include the following:

H.7.1 A description of the goods and services to be provided by the LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;

H.7.2 A statement of the dollar value, by type of business enterprise, of the bid or proposal that pertains to the subcontracts to be performed by the LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;

H.7.3 The names and addresses of all proposed subcontractors who are LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;

H.7.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

- H.7.5 A description of the efforts the prime contractor will make to ensure that LBEs, DBEs, ROB, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;
- H.7.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.7.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.7.8 List the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and included assurances that the prime contractor will make such records available for review upon the District's request; and
- H.7.9 A description of the prime contractor's recent effort to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROBs, and to award subcontracts to them.

H.8 **Enforcement and Penalties for Willful Breach of Subcontracting Plan**

The willful breach by a contractor of a subcontracting plan for utilization of local, small, or disadvantaged businesses in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to local, small, or disadvantaged businesses, whichever is greater, for each such breach, failure, or falsified submission.

[End of Section H]

I. Hand Delivery, Mailing or Faxing of Quotations

All responses shall be hand-delivered, mailed or faxed, and any request for clarifications or questions regarding this inquiry, shall be addressed to:

Brenda Fuller
Senior Contracts Specialist
Contracts and Procurement Services
Washington Convention Center Authority
801 Mount Vernon Place, NW
Washington, DC 20001
Phone: 202-249-3023
Fax: 202-249-3114
E-Mail: bfuller@dcconvention.com

J. Submission Date and Time

Quotations must be submitted no later than **12:00 Noon, EST, Monday, September 10, 2007**. Any quote received at 12:01 noon, EST or later is considered late and will be held unopened other than for identification. Upon selection of a contractor the late quote(s) will be filled with the unsuccessful Offerors.

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INSTRUCTIONS TO QUOTERS

1.0 CLARIFICATIONS & INTERPRETATIONS

Any request for clarifications or questions regarding this inquiry shall be addressed to:

Brenda Fuller, Senior Contract Specialist
Contracts and Procurement Services
Washington Convention Center Authority
801 Mount Vernon Place, NW
Washington, DC 20001
Phone: 202-249-3023
Fax: 202-249-3114
E-Mail: bfuller@dcconvention.com

2.0 PREPARATION OF QUOTE

- 2.1 The quote sheets included in this Quotation shall be fully completed in addition, returned with the quote unless otherwise specified in writing by the Contracts & Procurement Services Department. Type or neatly print the date, company name, and the full legal name and title of the person(s) signing the quote in the place provided at the bottom of the quote cover page.
- 2.2 Original signature(s) shall appear on cover page of the quote form. All signatures to authority execution of an agreement must be by person(s) having contracting authority for the company.
- 2.3 Quotes shall be valid for a period of thirty (30) days from date of quote.
- 2.4 All prices shall exclude District of Columbia sales tax and all other taxes. The Authority is exempt from state and local taxes. If Federal Excise Tax applies, show amount of same which has already been deducted to determine your net price.
- 2.5 Price quote shall be F.O.B. Destination, unless otherwise specified in writing by the Authority.
- 2.6 Price quote shall be audited by the quoter to ensure correctness before quote is submitted. The quoter is solely responsible for the accuracy of information placed on a quote sheet, including prices. Clerical or mathematical errors are insufficient to void a successful

quote. Quoter's may withdraw a quote prior to notification of successful quote.

- 2.7 By submitting a signed quote, quoter agrees to accept an award made as a result of that quote under the terms and conditions spelled out in the Instructions to Quoters. In the event of a conflict between the different quote documents, the Authority's cover contract (if used) shall have precedence, followed by Special Conditions of the Solicitation (if any), Instructions to Quoters, Purchase Order, Vendor's Quote, Vendor's warranty agreement, maintenance agreement, and/or other vendor-provided agreements. A quoter may submit only one quote in response to each specific quotation unless otherwise authorized in the specifications.
- 2.8 All prices submitted by the quoter to the Authority shall be guaranteed by the authorized person(s) against any price increase for the time period designated in the specifications, and the Authority must be given the benefit of any price decrease occurring during such designated time period.
- 2.9 Specifications used are intended to be open and non-restrictive. Any reference to brand name or number shall not be construed as restricting to that manufacturer, but is used as a minimum standard of quality. When no reference or change is made on quote by quoter, it is understood that quoter will furnish that specified brand. If quoting on other than the make, model, brand or number as shown, and offered as an equal, complete technical information must be furnished with quote or attached letter. Any deviation between brand offered and brand specified must be clearly indicated. **THE AUTHORITY SHALL BE THE SOLE JUDGE IN MAKING DETERMINATIONS AS TO THE EXTENT OF EQUALITY.**
- 2.10 The Authority may accept any item or group of items of any quote, unless quoter qualifies his quote by specific limitations. For purposes of this notice and the attached quote sheets, a purchase order is a contract to provide items including goods, materials, equipment, and services and is intended to have the full force and effect of a contract. A breach of the terms and conditions of a purchase order constitutes a breach of contract.
- 2.11 All quoters shall comply with all of the Authority's procurement regulations, policies and procedures, and all relevant District of Columbia and federal laws, including but not limited to, compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act. Successful quoter shall obtain all permits,

licenses, and inspections as required and furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in these specifications.

3.0 FORM OF QUOTE

- 3.1 Late or incomplete quotes will be considered non-responsive and will not be evaluated.
- 3.2 Quoter must list any exceptions to Terms and Conditions and Technical Specifications of the quote documents and must be separately stated in writing. Failure to list exceptions indicates that quoter will provide all items as specified.
- 3.3 Quotes shall be submitted on the enclosed Request for Quote Form. Quoter shall state whether he/she is a sole proprietor, a partnership, a corporation, or any other legal entity. The Cover Page and Quote Form shall be signed by the person or persons legally authorized to bind quoter to a contract.
- 3.4 Options and alternates may be considered providing quoter provides enough technical and engineering details and catalog cuts to make proper evaluation.

4.0 EVALUATION/AWARD OF QUOTES

Evaluation of Quotes - Quotations shall be evaluated and awarded subject to the quote being:

- a. Compliant to the stated or implied specifications.
- b. Lowest cost to the Washington Convention Center over projected useful life.
- c. Administratively compliant including all required bonds, insurance, established quality of work and general reputation financial responsibility, relevant experience, compliance with federal laws and all relevant District of Columbia laws, including EEOC hiring guidelines and requirements under the American with Disabilities Act and related criteria.

5.0 CONTRACT DEFAULT

- 5.1 A successful quoter who is unable or unwilling to enter into a contract with the Authority subsequent to being granted an award, or who fails to perform in accordance with the quote specifications will be subject to damages and all other relief allowed by law.

- 5.2 In case of default by the successful quoter, the Authority may procure the articles or services from another source and hold the successful quoter responsible for any resulting excess cost.
- 5.3 Successful quoters contract directly with the Authority and are the party or parties obligated to perform. Contracts shall not be assigned and any failure to perform the contract in accordance with the specifications will constitute a breach of contract and may result in quoter being found to be "irresponsible" in the future.

6.0 DELIVERY

- 6.1 Time of delivery is a part of the consideration and must be stated in specific calendar days/hours. If time varies on different items, the quoter shall so state. Failure to disclose delivery information may result in quote being declared non-responsive.
 - 6.1.1 The Contractor shall be required to (a) commence work under this contract within five (5) calendar days after the date the Contractor receives the Delivery Order, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than the date indicated on each Delivery Order. The time stated for completion shall include final cleanup of the premises.
- 6.2 Delivery Order/Task Order (DO/TO)
 - a. A delivery order is the contractual instrument issued by the WCCA to the Contractor to order work. The delivery order is issued upon agreement between the WCCA and the Contractor on the scope of work, performance time, and the fixed price for the work. The signed delivery order becomes the Contractor's notice to proceed (NTP). Each individual delivery order becomes a fixed priced lump sum contract. A delivery order when mailed shall be issued for purposes of this contract at the time the WCCA deposits the order in the mail. The WCCA reserves the right to issue delivery orders unilaterally if prior negotiated agreement to the terms of that order cannot be reached before the date that the Contracting Officer determines that prosecution of work must begin.
 - b. Orders placed under this indefinite delivery contract shall contain the following information, (1) Date of order, (2) Contract number and delivery order number, (3) Item number and scope of work, (4) Delivery or performance date, (5) Place of delivery or performance, (6) Packaging, packing, and shipping instructions,

(7) Accounting and appropriation data, and (8) Any other pertinent information.

6.2.1 Accelerated Delivery Order:

6.2.1.1 An accelerated delivery order may be initiated by telephone in urgent/emergency situations determined by the COTR. If an accelerated delivery order is placed the following conditions will apply.

6.2.1.2 Modifications To Delivery Orders

Modifications to delivery orders may be required due to differing site conditions, increased scope of work or a decreased scope of work, which are beyond the control of the Contractor or the Government. Modifications are issued pursuant to specific standard clauses contained in the basic contract. If a modification to a delivery order is required, the Contractor shall submit a detailed cost proposal in the same manner and form as required for the initial scope of work.

6.3 Performance

6.3.1 WCCA desires to obtain complete and satisfactory performance in accordance with the specifications and requirements in the contract. To this end, WCCA is contracting for the complete performance of services identified in the Statement of Work. WCCA reserves the right to assess deductions for non-performance or to charge Contract for the difference in cost for substitute services. WCCA will consider inadequate performance to be as undesirable as non-performance, as the cost of correcting inadequate performance may equal or exceed the cost of initial performance.

6.3.2. If the WCCA's requirements for services set forth in the solicitation do not result in orders in the amount described as "estimated maximum" the event shall not constitute the basis for an equitable price adjustment under this contract.

6.4 Submittal of Quotations

Quotes are to be submitted to the address shown below:

Washington Convention Center Authority, Attn: Brenda Fuller
Department of Contracts & Procurement Services
801 Mount Vernon Place, N.W.
Washington, D.C. 20001
Fax Number (202) 249-3114

7.0 CONTRACT DOCUMENTS

The contract documents shall include reference to the successful quoter's quote.

8.0 REJECTION OF QUOTES

THE AUTHORITY RESERVES THE RIGHT TO REJECT ALL QUOTES, AND TO WAIVE INFORMALITIES AND IRREGULARITIES AS MAY BE IN THE BEST INTEREST OF THE AUTHORITY.

9.0 TRANSMITTAL OF QUOTES

Copies of the quote may be faxed, submitted via mail, courier, or hand delivered. When submitting the quote, please address the quote to the attention of the specific Contracts & Procurement Services Department representative listed in the solicitation.

10.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND PROPOSED DISBARMENT

By signing this quote, quoter certifies that neither the quoter nor any of its Principals, to the best of its knowledge and belief, are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal or District agency.

11.0 LOCAL, DISADVANTAGED BUSINESSES, BUSINESSES OPERATING IN AN ENTERPRISE ZONE, OR RESIDENT BUSINESS OWNERSHIP

Quoters submitting evidence that they are certified by the District of Columbia's Office of Local Business Development as local, disadvantaged, operating in an enterprise zone or having resident business ownership shall receive:

- (a) three (3%) 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,
- (b) five (5%) percent reduction in the bid price or the addition of three points on a 100-point scale for resident-owned business (ROB) certified by the SLBOC or the DSLBD, as applicable,

- (c) ten (10%) 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,
- (d) two (2%) 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,
- (e) two (2%) 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
- (f) two (2%) 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.
- (g) offeror may qualify for more than one of these categories, so that the maximum number of points available under this section is 12 points.

11.1 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

11.2 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).

11.3

1 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of five (5) points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

11.4 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.

- 11.5 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.
- 11.6 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.
- 11.7 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.
- 11.8 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 RFQ 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.

- 11.9 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.

12.0 Vendor Submission for Preferences

- 12.1 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:
- 12.2 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

12.3 Evidence of the vendor 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.

12.4 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

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

12.0 TERMINATION FOR DEFAULT

12.1 The Authority may, subject to paragraphs (b) and (c) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part, if the Contractor fails to:

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract; or

(iii) Perform any of the other provisions of this contract.

a) The Authority's right to terminate this contract under subdivisions 15.1(i)(ii) and (iii) above may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of notice from the Contracting Officer specifying the failure.

(b) If the Authority terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer consider appropriate, supplies and services similar to those terminated, and the Contractor will be liable to the Center for any excess costs for those supplies and services. However, the Contractor shall perform all work not terminated.

(c) If the contract is terminated for default, the Authority may require the Contractor to transfer title and deliver to the Authority, as directed by the Contracting Officer any: (1) completed supplies; and

- (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and contract rights (collectively referred to as “manufacturing materials” in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Authority has an interest.
- (d) Additional Rights and Remedies. The rights provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- (e) Except for default of subcontractors, the Contractor shall not be in default if the Contractor notifies the Contracting Officer within 15 days after the failure to perform or to make progress following the failure to perform special circumstances affect the contract performance. (i.e. Act of God, act of the public enemy, acts of the Authority in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. The failure to perform must be beyond reasonable control and without fault or negligence to the Contractor.

13.0 TERMINATION

- 13.1 The Authority may terminate this contract at any time upon at least 15 days’ written notice by the Contracting Officer to the Contractor. The Contractor, with the written consent of the Contracting Officer, may terminate this contract upon at least 15 days’ written notice to the Contracting Officer.
- 13.2 The Center may terminate this contract, in whole or in part, if the Contracting Officer determines that termination is in the Center’s best interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.
- 13.3 After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
- (1) Stop work as specified in the notice.
 - (2) Place no further subcontracts or orders (referred to as

subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

- (3) Terminate all subcontracts to the extent they relate to the work Terminated.
- (4) Assign to the Center, as directed by the Contracting Officer, all rights, title, and interest of the Contractor under the subcontracts terminated, in which case the Center shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
- (6) As directed by the Contracting Officer, transfer title and deliver to the Center:
 - I. the fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and
 - II. the completed or partially completed plans, drawings, information and other property that, if the contract had been completed, would be required to be furnished to the Center.
- (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Center has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however that the Contractor:
 - I. is not required to extend credit to any purchaser; and
 - II. may acquire the property under the conditions

prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer of disposition will be applied to reduce any payments to be made by the Center under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

- 13.4 After the expiration of 90 days (or such longer period as may be agreed to) after receipt by the Contracting Officer of acceptance inventory scheduled, if applicable, the Contractor may submit to the Contracting Officer a list, certified as to quantity, and quality of termination inventory not previously disposed of excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Center to remove those items or enter into an agreement for their storage. Within 15 days, the Center will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of items or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
- 13.5 After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer and the cost and pricing data required by 19 D.C.M.R. 301.5, as amended. The Contractor shall submit the quotation promptly, but no later than one (1) year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this one (1) year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after one (1) year or any extension. If the Contractor fails to submit the quotation within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- 13.6 Subject to paragraph 13.2, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit in work done. However, the agreed amount, whether under this paragraph or in subparagraph 13.7 (2) iii, may not exceed the total contract price as reduced by;
- 1) the amount of payments previously made; and
 - 2) the contract price of work not terminated.

The contract shall be amended, and the Contractor shall be paid the agreed amount. Except as otherwise set forth therein, paragraph 13.7, shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

- 13.7 If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph 13.5:
- (1) The contract price for completed supplies or services accepted by The Center (or sold or acquired under subparagraph 13.3 (9) not previously paid for, adjusted for any saving of freight and other charges.
 - (2) The total of:
 - I. The cost incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid or to be paid under subparagraph 13.7 (1) above;
 - II. The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (I) above; and
 - III. A sum, as profit on subdivision (I) above, determined by the Contracting Officer to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (III) and shall reduce the settlement to reflect the indicated rate of loss.
 - 3) The reasonable costs of settlement of the terminated, including:
 - I. Accounting, legal, clerical and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
 - II. The termination and settlement of subcontracts (excluding the amounts of such settlements); and

III. Storage, transportation, and other costs incurred.

- 13.8 Except for normal spoilage, and except to the extent that the Center expressly assumed the risk loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph 13.7 above, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Center or to a buyer.
- 13.9 The cost principles and procedures of 19 D.C.M.R. 310 shall govern all costs claimed, agreed to, or determined under this clause.
- 13.10 The Contractor shall have right of appeal under the Disputes clause of this Contract from any determination made by the Contracting Officer under paragraphs 13.5, 13.7 or 13.12 below, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraphs 13.5 or 13.12 and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraphs 13.5, 13.7 or 13.12, the Center shall pay the Contractor: (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken; or (2) the amount finally determined on appeal.
- 13.11 In arriving at the amount due the Contractor under the terminated portion of this contract, there shall be deducted:
- 1) all un-liquidated advance or other payments to the Contractor under the terminated portion of this contract;
 - 2) any claim which the Center has against the Contractor under this contract; and
 - 3) the agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Center.
- 13.12 If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be

requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

13.13 The Center may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount which the Contractor will be entitled.

1) If the total payments exceed the amount finally determined to be due, the contractor shall repay the excess to the Center upon demand, together with interest computed at the rate of one (1%) percent a month. Interest shall be computed from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

13.14 Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of the contract for 3 years after the final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Center, at the Contractor's office, at all reasonable times, without charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

14.0 DISPUTES

14.1 In order to make a claim under a contract, a party to the contract shall submit to the Authority's Chief Contracting Officer a written assertion that the party is entitled to the payment of money in a sum certain, the adjustment or interpretation of a contract provision, or other relief under the contract. If a claim on behalf of a Contractor has a value of more than \$50,000, the claim shall be accompanied by the certification of the Contractor that the claim is made in good faith and that the amount or adjustment requested and the supporting data are accurate and complete to the best of the Contractor's knowledge and belief.

The Authority's Chief Contracting Officer shall attempt to resolve all contractual disputes by mutual agreement after informal discussion.

The Authority's Chief Contracting Officer may agree to the use of alternative dispute resolution procedure, in accordance with the principles governing procurements by the Federal government set forth in relevant sections of Title 48 Code of Federal Regulations at any time that the Authority's Chief Contracting Officer has authority to resolve the issue in controversy.

If the Authority's Chief Contracting Officer cannot resolve a claim after informal discussion, the Authority's Chief Contracting Officer shall, within 60 days of receipt of the claim, issue a written decision granting or denying the claim, giving the Authority's Chief Contracting Officer's reasoning, and setting forth the Contractor's appeal rights. The Authority's Chief Contracting Officer's failure to issue a decision within this time shall be deemed to be a denial of the claim for the purpose of appealing the Authority's final decision to the District of Columbia Appeals Board.

The District of Columbia Contract Appeals Board shall have exclusive jurisdiction to review final action of the Authority on any disputes.

15.0 CHANGES

- 15.1 If the contract or some portion of the contract is for supplies, the CO may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
- 1) Drawings, designs, or specifications, if the supplies to be furnished are to be specifically manufactured for the Center in accordance therewith;
 - 2) Method of shipping or packing; or
 - 3) Place of delivery.
- 15.2 If the contract or some portion of the Contract is for services, the Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
- 1) Description of services to be performed
 - 2) Time of performance (such as hours of the day, days of the week); or
 - 3) Place of performance

- 15.3 Any other written or oral order including: direction, instruction, interpretation, or determination from the CO that causes a change, shall be treated as a change order provided that the Contractor gives the CO written notice stating:
- 1) The date, circumstances, and source of the order;
 - 2) That the Contractor regards the order as a change order provided, however, that no adjustment for any change under this paragraph (c) shall be made for any costs incurred more than (20) days before the Contractor gave written notice.
- 15.4 Except as provided in this clause, no order, statement or conduct of the CO shall be treated as a change order under this clause or entitle the Contractor to an equitable adjustment.
- 15.5 If any such change order increases or decreases the Contractor's cost of, or the time required for performance of any part of the work under this contract, whether or not changed by the order, the CO shall make an equitable adjustment in the contract price, the delivery schedule or both shall modify the contract accordingly. Failure to agree upon an equitable adjustment shall be a dispute under the Dispute clause. However, nothing under this clause shall excuse the Contractor from proceeding with the contract as changed.

By proceeding with the work, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for delivery and/or completion.

- 15.6 Within 30 days after receipt of a written change order under Paragraph (A) or (B) of this clause or within 30 days of the furnishing of written notice under paragraph (C) hereof, unless such period is extended by the CO in writing, the Contractor shall assert its right to an adjustment in delivery date and/or price by submitting to the CO a written statement describing the general nature and amount of the proposed adjustment.
- 15.7 No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

For a cost reimbursement contract, substitute the following for (E) and add (H):

- (i) If any such changes causes an increase or decrease in the estimated cost of or decrease in the estimated cost, or the

time required for the performance of any part of the work under this contract whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the CO shall make an equitable adjustment in the: (1) estimated cost, delivery or Completion schedule or both; (2) amount of any fixed fee; and (3) other affected terms shall modify the contract accordingly.

- 15.8 Notwithstanding the terms and conditions of paragraphs (A), (B) and (D) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract is incrementally funded, the new amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the cost ceiling(s) set forth in this contract.

16.0 STOP-WORK ORDER

16.1 Order to Stop Work. The CO may, by written order to the Contractor, at any time, and without notice to any surety, require the Contractor to stop all and any part of the work called for by this contract. This order shall be for a specified period not exceeding (90) days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop-work order issued pursuant to this clause. Upon receipt of such an order the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage.

Before the stop-work order expires, or within any further period to which the parties shall have agreed, the CO shall either:

- 1) Cancel the stop-work order; or
- 2) Terminate the work covered by such order as provided in the termination clauses of this contract.

16.2 Cancellation or Expiration of the Order. If a stop-work order issued under this is issued under this clause is cancelled at any time during the specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall resume work. An equitable adjustment shall be made in the delivery schedule or

contract price, or both, and the contract shall be modified in writing accordingly, if:

- 1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this contract; and
 - 2) The Contractor asserts a claim for such adjustment within 30 days after the end of the period of work stoppage; provided that, if the CO decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- A) Termination of stopped worked. If a stop-work order is not cancelled and the work covered by such order is terminated for convenience, the CO shall allow reasonable costs directly resulting from the stop-work order in arriving at the termination settlement. If a stop-work order is not cancelled and the work covered by the order is terminated for default, the CO shall allow by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- B) Except as provided in this clause, no order, statement or conduct of the CO shall be treated as a change order under this clause or entitle the Contractor to an equitable adjustment.
- C) If any such order increases or decreases the Contractor's cost of, or the time required for performance of any part of the work under this contract, whether or not changed by the order, the CO shall make an equitable adjustment in the contract price, the delivery schedule or both and shall modify the contract accordingly. Failure to agree upon an equitable adjustment shall be a dispute under the Dispute clause. However, nothing under this clause shall excuse the Contractor from proceeding with the contract as changed.
- By proceeding with the work, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for delivery and/or completion.
- D) Within 30 days after receipt of a written change order under Paragraph (A) or (B) of this clause or within 30 days of the furnishing of written notice under paragraph © hereof, unless such period is extended by the CO in writing, the Contractor shall assert its right to an adjustment in delivery date and/or price by submitting to the CO a written statement describing the general nature and amount of the proposed adjustment.

- E) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

For a cost reimbursement contract, substitute the following for (E) and add (H):

- F) If any such change causes an increase or decrease in the estimated cost of or decrease in the estimated cost, or the time required for the performance of any part of the work under his contract whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the CO shall make an equitable adjustment in the: (1) estimated cost, delivery or completion schedule or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the contract accordingly.
- G) Notwithstanding the terms and conditions of paragraphs (A), (B) and (D) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract is incrementally funded, the new amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the cost ceiling(s) set forth in this contract.

17.0 INDEMNIFICATION

The Contractor shall indemnify and save harmless the Center and all its directors, officers, agents, employees, and representatives from and against any and all losses, expenses, liabilities, claims, damages of any kind arising from or relating to or as a consequence of any act, omission, neglect, breach or default of the Contractor, its agents, employees, or its subcontractors in connection with this contract. Monies due or to become due the contractor under the contract may be retained by the Center as necessary to satisfy any outstanding claim which the Center may have against the Contractor.

18.0 LAWS AND REGULATION INCORPORATED BY REFERENCE

The provisions of the following Acts, together with the provisions of applicable regulations made pursuant to said Acts are to the extent applicable, incorporated by reference in this contract, together with other applicable laws and regulations of the District of Columbia:

- A) Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 328(b).
- B) Fair Labor Standards Act of 1938, as amended, 29 U.S.C. 206.

- C) Buy American Act of 1933, as amended, 41 U.S.C. 10a-10d.
- D) The Washington Convention Center Management Act of 1979, as amended, D.C. Code Section 9-601, et seq.

19.0 AUDITS

The Center may conduct audits of the Contractor's books and records at the Contractor or subcontractor's facility. Unless otherwise specified by the terms of the contract, audits will be conducted at the expense of the Center.

20.0 INSPECTION OF SERVICES

- A) "Services" as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B) The Contractor shall provide and maintain an inspection system acceptable to the Center covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Center during contract performance and for as long afterwards as the contract requires.
- C) The Center has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Center shall perform inspections and tests in a manner that will not unduly delay the work.
- D) If any of the services do not conform to contract requirements, the Center may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in service cannot be corrected by re-performance, the Center may:
 - 1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - 2) reduce the contract price to reflect the reduced value of the services performed.

- E) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity with contract requirements, the Center may:
 - 1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Center that is directly related to the performance of such service; and
- F) The Contractor shall provide and maintain an inspection system acceptable to the Center covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Center during contract performance and for as long afterwards as the contract requires.
- G) The Center has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Center shall perform inspections and tests in a manner that will not unduly delay the work.
- H) If any of the services do not conform to contract requirements, the Center may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in service cannot be corrected by re-performance, the Center may:
 - 3) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - 4) reduce the contract price to reflect the reduced value of the services performed.
- I) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity with contract requirements, the Center may:
 - 2) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Center that is directly related to the performance of such service; and
 - 3) reduce the contract price to reflect the reduced value of the services performed.

21.0 EXCEPTIONS

The Offeror shall set forth any exceptions to its offer. Each exception requested by the Offeror shall be listed separately, followed by a detailed statement explaining the Offeror's justification for the exception. Review and acceptance of an exception and/or modification of the solicitation shall be at the sole and absolute discretion of WCCA. WCCA's decision regarding such review shall be final. Failure of the Offeror to request an exception as prescribed in this paragraph shall be deemed a waiver of any and all future right to request such an exception or challenge any decision by WCCA.

22.0 AMENDMENTS

The Offeror shall be responsible for checking the website at http://www.dcconvention.com/community/business_current.asp for any amendments.

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ATTACHMENT A

QUOTE FORM

Base Year (Date of Award thru September 30, 2008)

The Contract will be awarded as a Firm Fixed Rates with cost reimbursable components basis. Please provide the labor category, the unloaded hourly rate, fringe, overhead, G&A, profit, other, and loaded hourly rates for the contract. Offeors shall describe what is included in the loader hourly rates (i.e., fringe, overhead, general & administrative, profit & other). Also, provide a list of materials and equipment to include description, quantity and total cost.

LABOR CATEGORY (List)	UNLOADED HOURLY RATE	FRINGE	OVERHEAD	G&A	PROFIT	OTHER	LOADED HOURLY RATE	Overtime Rate

Sub-Total Fixed Price Labor: \$ _____

MATERIALS AND EQUIPMENT (PLEASE ATTACH ITEMIZED LIST THAT INCLUDES DESCRIPTIONS AND QUANTITIES). Material shall be reimbursed at cost, plus a materials handling charge

Sub-Total Fixed Price Materials or Percent Mark Up \$ _____ or _____ %

Sub-Total Delivery: Cost per trip \$ _____ per mile with a maximum rate of 20 miles per trip.

- a. All prices shall exclude District of Columbia sales tax and all other taxes. The WCCA is exempt from state and local taxes. If Federal Excise Tax applies, show amount of same which has already been deducted to determine your net price.

- b. Price quote shall be F.O.B. Destination, unless otherwise specified in writing by the WCCA.

Signed by: _____ **Date:** _____

Title: _____ **Company:** _____

Quotes are valid for a period of thirty (30) days from date of quote

- b. Price quote shall be F.O.B. Destination, unless otherwise specified in writing by the WCCA.

Signed by: _____ **Date:** _____

Title: _____ **Company:** _____

Quotes are valid for a period of thirty (30) days from date of quote

- b. Price quote shall be F.O.B. Destination, unless otherwise specified in writing by the WCCA.

Signed by: _____ **Date:** _____

Title: _____ **Company:** _____

Quotes are valid for a period of thirty (30) days from date of quote

- b. Price quote shall be F.O.B. Destination, unless otherwise specified in writing by the WCCA.

Signed by: _____ **Date:** _____

Title: _____ **Company:** _____

Quotes are valid for a period of thirty (30) days from date of quote

applies, show amount of same which has already been deducted to determine your net price.

- b. Price quote shall be F.O.B. Destination, unless otherwise specified in writing by the WCCA.

Signed by: _____ **Date:** _____

Title: _____ **Company:** _____

Quotes are valid for a period of thirty (30) days from date of quote

ATTACHMENT A
QUOTE FORM

ELECTRIC BULBS & LAMPS

Watts	Volt	Manufacturer	Lamp Type / Description	Price (Per)	<u>Price Bulk Quantity</u>
5		GE/37654	2Pin F5BX/ SPX27/827		
13		GE/10574	2-Pin Compact Fluorescent Base GX23-2		
13		GE/10580	4-Pin Compact Fluorescent Base G24q-1		
15			F15T8 Fluorescent Lamp (18")		
18		Sylvania/20724	Comp Flores (4pin) CF18DD/E/830 Base G24q- 2		
25			T8 Fluorescent Lamp (3ft)		
26		Sylvania/20722 GE/39379	Compact Florescent CF25DD/E/830 Base G24q- 3 (4 pin)		
32		Sylvania/20885	Compact Fluorescent 4-pin CF32DT/E/N/835		
32		<u>Sylvania/21777</u> GE/39379	Florescent tubes FO32/830/ECO		
40			T8 Fluorescent Lamp (5ft)		
42		<u>Sylvania20888</u> GE/46313	Compact Florescent, base- GX24Q-4		
50	12	GE/309004 (GE/TAL)	Halogen TAL421/C 50MR16/Q/20degree/TL		
50	12	Sylvania/54205 EXP Philips/14606	Halogen(50MR16/NFL 24degree) base GU 5.3		
50	12	Sylvania/68657	Halogen 50T4Q/CL6Y 6-35 Bipin 58675		
50	120	GE Sylvania	Incan. Flood - 50R20		
50	120/130	<u>Westinghouse /</u> ABC	Single-ended halogen, T-3, 50W, Clear, E-11 base (cand)		
50		Sylvania (Sylvania only)	Metal Halide MP50/U/MED, E17		
70		<u>Sylvania</u> GE	Metal Halide MP70/U/MED		
90	120	<u>Philips</u> GE	Incan. Par 38 Hal Flood 90PAR38/HAL/FL28		
100	277	<u>Sylvania</u> GE	Par 38 Flood / Metal Halide		
100	120	Philips	Halogen		
100	120	Generic	Incandescent, A19 (generic)		
100	120	GE			
100	120	Sylvania	100Q/CL/MC(ESN) T4 bulb/E11 mini can		
100	277	Sylvania	Mer Metal Halide		

100		GE	Mercury /Amp HR100DX38/ H38VA		
100	12	Sylvania	8 degree, Halogen Aluminum Reflector 111 (100AR/8 degree/SP) (base G53)		
120	12	GE	120PAR56 MFL (med flood) scr term		
150	130	Generic	Incandescent (generic)		
150	130	SLI	Halogen 150Q CL/DC T-4 D.C Bay		
150	120	GE	Halogen / Quartz Q150 CL/MC		
150	130	Eye	Halogen (JD 130v 150W/M (M2) (mini can)		
150		Sylvania	High Pressure Sodium (67517-1)		
175		Sylvania	Metal Halide, Mogul, Coated		
175		GE	MV, Clear, Med Base (MVR175/U/Med)		
200			T3 E11 base		
240	12	GE	240par56 MFL (med flood lamp)scr term		
240	12	GE	240par56 WFL (wide flood) scr term		
250	120	Sylvania	Tungsten Halogen- 250Q+G18/CL EHT		
250	120- 130	Phillips	250 Par38 PAR/FL		
250	120	Sylvania	Halogen Quartz 250Q/CL/MC		
400	120	GE	Tungsten Halogen (mini can)		
400		GE	Mercury Vapor (mog base)		
400			Metal Halide M400/C/U/BT28 Frosted		
400	120	GE	Halogen Quartz Q400CL/MC		
500	120	GE	Q500par56MFL (med flood) hal, scr term		
500	120	GE	Qyartz Lamp EHD (2 pin base)		
750		GE	Quartz		
1000		GE	Metal Halide		

ATTACHMENT B

DEPARTMENT OF LABOR WAGE DETERMINATION

And if applicable, the

DAVIS BACON WAGE DETERMINATION

WD 05-2103 DC, DISTRICT-WIDE

WAGE DETERMINATION NO: 05-2103 REV (03) AREA: DC, DISTRICT-WIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD: 05-2104

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT ADMINISTRATION By direction of the Secretary of Labor 2103 William W.Gross Division of Director Wage Determinations 05/29/2007	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 Wage Determination No.: 2005- Revision No.: 3 Date Of Revision:
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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 WAGE RATE	MINIMUM
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	
13.79	
01012 - Accounting Clerk II	
15.49	
01013 - Accounting Clerk III	
17.32	
01020 - Administrative Assistant	
21.45	
01040 - Court Reporter	
17.49	
01051 - Data Entry Operator I	
12.67	
01052 - Data Entry Operator II	
13.82	
01060 - Dispatcher, Motor Vehicle	
16.50	

01070 - Document Preparation Clerk
 12.75
 01090 - Duplicating Machine Operator
 12.75
 01111 - General Clerk I
 13.72
 01112 - General Clerk II
 15.32
 01113 - General Clerk III
 18.74
 01120 - Housing Referral Assistant
 20.84
 01141 - Messenger Courier
 10.23
 01191 - Order Clerk I
 14.74
 01192 - Order Clerk II
 16.29
 01261 - Personnel Assistant (Employment) I
 15.45
 01262 - Personnel Assistant (Employment) II
 17.49
 01263 - Personnel Assistant (Employment) III
 20.84
 01270 - Production Control Clerk
 20.78
 01280 - Receptionist
 12.29
 01290 - Rental Clerk
 15.45
 01300 - Scheduler, Maintenance
 15.45
 01311 - Secretary I
 16.11
 01312 - Secretary II
 17.61
 01313 - Secretary III
 20.84
 01320 - Service Order Dispatcher
 15.82
 01410 - Supply Technician
 21.45
 01420 - Survey Worker
 17.49
 01531 - Travel Clerk I
 11.69
 01532 - Travel Clerk II
 12.57
 01533 - Travel Clerk III
 13.50
 01611 - Word Processor I
 13.76
 01612 - Word Processor II
 15.45
 01613 - Word Processor III
 17.49
 05000 - Automotive Service Occupations

05005 - Automobile Body Repairer, Fiberglass
 24.49
 05010 - Automotive Electrician
 19.43
 05040 - Automotive Glass Installer
 18.31
 05070 - Automotive Worker
 18.31
 05110 - Mobile Equipment Servicer
 15.74
 05130 - Motor Equipment Metal Mechanic
 20.48
 05160 - Motor Equipment Metal Worker
 18.31
 05190 - Motor Vehicle Mechanic
 20.48
 05220 - Motor Vehicle Mechanic Helper
 16.81
 05250 - Motor Vehicle Upholstery Worker
 17.88
 05280 - Motor Vehicle Wrecker
 18.31
 05310 - Painter, Automotive
 19.43
 05340 - Radiator Repair Specialist
 18.31
 05370 - Tire Repairer
 14.43
 05400 - Transmission Repair Specialist
 20.48
 07000 - Food Preparation And Service Occupations
 07010 - Baker
 13.18
 07041 - Cook I
 11.88
 07042 - Cook II
 13.18
 07070 - Dishwasher
 9.76
 07130 - Food Service Worker
 10.25
 07210 - Meat Cutter
 16.07
 07260 - Waiter/Waitress
 8.59
 09000 - Furniture Maintenance And Repair Occupations
 09010 - Electrostatic Spray Painter
 18.05
 09040 - Furniture Handler
 12.55
 09080 - Furniture Refinisher
 18.05
 09090 - Furniture Refinisher Helper
 13.85
 09110 - Furniture Repairer, Minor
 16.01

09130 - Upholsterer
 18.05
 11000 - General Services And Support Occupations
 11030 - Cleaner, Vehicles
 9.67
 11060 - Elevator Operator
 9.79
 11090 - Gardener
 15.70
 11122 - Housekeeping Aide
 10.89
 11150 - Janitor
 10.89
 11210 - Laborer, Grounds Maintenance
 11.81
 11240 - Maid or Houseman
 10.41
 11260 - Pruner
 10.89
 11270 - Tractor Operator
 14.19
 11330 - Trail Maintenance Worker
 11.81
 11360 - Window Cleaner
 11.31
 12000 - Health Occupations
 12010 - Ambulance Driver
 16.06
 12011 - Breath Alcohol Technician
 16.06
 12012 - Certified Occupational Therapist Assistant
 19.99
 12015 - Certified Physical Therapist Assistant
 19.99
 12020 - Dental Assistant
 16.90
 12025 - Dental Hygienist
 40.68
 12030 - EKG Technician
 24.34
 12035 - Electroneurodiagnostic Technologist
 24.34
 12040 - Emergency Medical Technician
 16.06
 12071 - Licensed Practical Nurse I
 17.15
 12072 - Licensed Practical Nurse II
 19.18
 12073 - Licensed Practical Nurse III
 21.38
 12100 - Medical Assistant
 14.23
 12130 - Medical Laboratory Technician
 16.96
 12160 - Medical Record Clerk
 14.96

12190 - Medical Record Technician
 16.47
 12195 - Medical Transcriptionist
 14.96
 12210 - Nuclear Medicine Technologist
 28.69
 12221 - Nursing Assistant I
 9.37
 12222 - Nursing Assistant II
 10.53
 12223 - Nursing Assistant III
 12.18
 12224 - Nursing Assistant IV
 13.68
 12235 - Optical Dispenser
 15.15
 12236 - Optical Technician
 13.10
 12250 - Pharmacy Technician
 14.32
 12280 - Phlebotomist
 13.68
 12305 - Radiologic Technologist
 27.61
 12311 - Registered Nurse I
 24.92
 12312 - Registered Nurse II
 31.22
 12313 - Registered Nurse II, Specialist
 31.22
 12314 - Registered Nurse III
 37.77
 12315 - Registered Nurse III, Anesthetist
 37.77
 12316 - Registered Nurse IV
 45.28
 12317 - Scheduler (Drug and Alcohol Testing)
 17.57
 13000 - Information And Arts Occupations
 13011 - Exhibits Specialist I
 17.98
 13012 - Exhibits Specialist II
 23.33
 13013 - Exhibits Specialist III
 28.07
 13041 - Illustrator I
 18.73
 13042 - Illustrator II
 23.42
 13043 - Illustrator III
 28.82
 13047 - Librarian
 24.54
 13050 - Library Aide/Clerk
 11.38
 13054 - Library Information Technology Systems Administrator
 22.15

13058 - Library Technician
 17.88
 13061 - Media Specialist I
 15.99
 13062 - Media Specialist II
 17.88
 13063 - Media Specialist III
 19.94
 13071 - Photographer I
 14.67
 13072 - Photographer II
 17.18
 13073 - Photographer III
 21.52
 13074 - Photographer IV
 26.05
 13075 - Photographer V
 29.15
 13110 - Video Teleconference Technician
 15.99
 14000 - Information Technology Occupations
 14041 - Computer Operator I
 15.45
 14042 - Computer Operator II
 17.49
 14043 - Computer Operator III
 19.50
 14044 - Computer Operator IV
 21.67
 14045 - Computer Operator V
 24.00
 14071 - Computer Programmer I (1)
 21.60
 14072 - Computer Programmer II (1)
 25.66

 14073 - Computer Programmer III (1)
 27.62
 14074 - Computer Programmer IV (1)
 27.62
 14101 - Computer Systems Analyst I (1)
 27.62
 14102 - Computer Systems Analyst II (1)
 27.62
 14103 - Computer Systems Analyst III (1)
 27.62
 14150 - Peripheral Equipment Operator
 15.45
 14160 - Personal Computer Support Technician
 21.67
 15000 - Instructional Occupations
 15010 - Aircrew Training Devices Instructor (Non-Rated)
 34.39
 15020 - Aircrew Training Devices Instructor (Rated)
 40.64
 15030 - Air Crew Training Devices Instructor (Pilot)
 46.05

15050 - Computer Based Training Specialist / Instructor
 31.26
 15060 - Educational Technologist
 27.99
 15070 - Flight Instructor (Pilot)
 46.05
 15080 - Graphic Artist
 23.02
 15090 - Technical Instructor
 21.70
 15095 - Technical Instructor/Course Developer
 26.54
 15110 - Test Proctor
 17.31
 15120 - Tutor
 17.31
 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
 16010 - Assembler
 8.71
 16030 - Counter Attendant
 8.71
 16040 - Dry Cleaner
 11.10
 16070 - Finisher, Flatwork, Machine
 8.71
 16090 - Presser, Hand
 8.71
 16110 - Presser, Machine, Drycleaning
 8.71
 16130 - Presser, Machine, Shirts
 8.71
 16160 - Presser, Machine, Wearing Apparel, Laundry
 8.71
 16190 - Sewing Machine Operator
 11.90
 16220 - Tailor
 12.63
 16250 - Washer, Machine
 9.44
 19000 - Machine Tool Operation And Repair Occupations
 19010 - Machine-Tool Operator (Tool Room)
 18.95
 19040 - Tool And Die Maker
 23.05
 21000 - Materials Handling And Packing Occupations
 21020 - Forklift Operator
 16.25
 21030 - Material Coordinator
 20.54
 21040 - Material Expediter
 20.54
 21050 - Material Handling Laborer
 12.65
 21071 - Order Filler
 13.21
 21080 - Production Line Worker (Food Processing)
 16.25

21110 - Shipping Packer
 14.46
 21130 - Shipping/Receiving Clerk
 14.46
 21140 - Store Worker I
 9.96
 21150 - Stock Clerk
 14.35
 21210 - Tools And Parts Attendant
 16.99
 21410 - Warehouse Specialist
 16.25
 23000 - Mechanics And Maintenance And Repair Occupations
 23010 - Aerospace Structural Welder
 23.35
 23021 - Aircraft Mechanic I
 22.24
 23022 - Aircraft Mechanic II
 23.35
 23023 - Aircraft Mechanic III
 24.52
 23040 - Aircraft Mechanic Helper
 15.10
 23050 - Aircraft, Painter
 21.29
 23060 - Aircraft Servicer
 17.82
 23080 - Aircraft Worker
 18.09
 23110 - Appliance Mechanic
 20.60
 23120 - Bicycle Repairer
 14.43
 23125 - Cable Splicer
 24.77
 23130 - Carpenter, Maintenance
 20.36
 23140 - Carpet Layer
 18.70
 23160 - Electrician, Maintenance
 24.85
 23181 - Electronics Technician Maintenance I
 21.36
 23182 - Electronics Technician Maintenance II
 22.80
 23183 - Electronics Technician Maintenance III
 24.02
 23260 - Fabric Worker
 17.90
 23290 - Fire Alarm System Mechanic
 21.46
 23310 - Fire Extinguisher Repairer
 16.50
 23311 - Fuel Distribution System Mechanic
 22.81
 23312 - Fuel Distribution System Operator
 19.38

23370 - General Maintenance Worker
 19.01
 23380 - Ground Support Equipment Mechanic
 22.24
 23381 - Ground Support Equipment Servicer
 17.82
 23382 - Ground Support Equipment Worker
 18.09
 23391 - Gunsmith I
 16.50
 23392 - Gunsmith II
 19.18
 23393 - Gunsmith III
 21.46
 23410 - Heating, Ventilation And Air-Conditioning Mechanic
 20.99
 23411 - Heating, Ventilation And Air Contditioning Mechanic (Research
 Facility)
 22.12
 23430 - Heavy Equipment Mechanic
 21.46
 23440 - Heavy Equipment Operator
 21.46
 23460 - Instrument Mechanic
 21.46
 23465 - Laboratory/Shelter Mechanic
 20.36
 23470 - Laborer
 14.27
 23510 - Locksmith
 19.17
 23530 - Machinery Maintenance Mechanic
 21.46
 23550 - Machinist, Maintenance
 21.52
 23580 - Maintenance Trades Helper
 15.10
 23591 - Metrology Technician I
 21.46
 23592 - Metrology Technician II
 22.61
 23593 - Metrology Technician III
 23.72
 23640 - Millwright
 23.30
 23710 - Office Appliance Repairer
 20.36
 23760 - Painter, Maintenance
 20.36
 23790 - Pipefitter, Maintenance
 22.76
 23810 - Plumber, Maintenance
 20.99
 23820 - Pneudraulic Systems Mechanic
 21.46
 23850 - Rigger
 21.46

23870 - Scale Mechanic
 19.18
 23890 - Sheet-Metal Worker, Maintenance
 21.46
 23910 - Small Engine Mechanic
 20.05
 23931 - Telecommunications Mechanic I
 24.43
 23932 - Telecommunications Mechanic II
 25.75
 23950 - Telephone Lineman
 22.21
 23960 - Welder, Combination, Maintenance
 21.46
 23965 - Well Driller
 21.46
 23970 - Woodcraft Worker
 21.46
 23980 - Woodworker
 16.50
 24000 - Personal Needs Occupations
 24570 - Child Care Attendant
 11.58
 24580 - Child Care Center Clerk
 16.15
 24610 - Chore Aide
 9.58
 24620 - Family Readiness And Support Services Coordinator
 12.95
 24630 - Homemaker
 16.75
 25000 - Plant And System Operations Occupations
 25010 - Boiler Tender
 24.06
 25040 - Sewage Plant Operator
 20.08
 25070 - Stationary Engineer
 24.06
 25190 - Ventilation Equipment Tender
 16.76
 25210 - Water Treatment Plant Operator
 20.08
 27000 - Protective Service Occupations
 27004 - Alarm Monitor
 17.19
 27007 - Baggage Inspector
 11.51
 27008 - Corrections Officer
 18.75
 27010 - Court Security Officer
 21.42
 27030 - Detection Dog Handler
 16.67
 27040 - Detention Officer
 18.75
 27070 - Firefighter
 21.58

27101 - Guard I
 11.51
 27102 - Guard II
 16.67
 27131 - Police Officer I
 23.94
 27132 - Police Officer II
 26.60
 28000 - Recreation Occupations
 28041 - Carnival Equipment Operator
 12.35
 28042 - Carnival Equipment Repairer
 13.30
 28043 - Carnival Equipment Worker
 8.40
 28210 - Gate Attendant/Gate Tender
 12.68
 28310 - Lifeguard
 11.29
 28350 - Park Attendant (Aide)
 14.18
 28510 - Recreation Aide/Health Facility Attendant
 10.35
 28515 - Recreation Specialist
 17.57
 28630 - Sports Official
 11.29
 28690 - Swimming Pool Operator
 15.32
 29000 - Stevedoring/Longshoremen Occupational Services
 29010 - Blocker And Bracer
 20.55
 29020 - Hatch Tender
 20.55
 29030 - Line Handler
 20.55
 29041 - Stevedore I
 19.18
 29042 - Stevedore II
 21.64
 30000 - Technical Occupations
 30010 - Air Traffic Control Specialist, Center (HFO) (2)
 33.82
 30011 - Air Traffic Control Specialist, Station (HFO) (2)
 23.32
 30012 - Air Traffic Control Specialist, Terminal (HFO) (2)
 25.68
 30021 - Archeological Technician I
 16.92
 30022 - Archeological Technician II
 18.85
 30023 - Archeological Technician III
 23.53
 30030 - Cartographic Technician
 24.62
 30040 - Civil Engineering Technician
 22.19

30061 - Drafter/CAD Operator I
 17.77
 30062 - Drafter/CAD Operator II
 19.87
 30063 - Drafter/CAD Operator III
 22.15
 30064 - Drafter/CAD Operator IV
 25.66
 30081 - Engineering Technician I
 18.80
 30082 - Engineering Technician II
 21.11
 30083 - Engineering Technician III
 23.61
 30084 - Engineering Technician IV
 29.26
 30085 - Engineering Technician V
 35.26
 30086 - Engineering Technician VI
 43.30
 30090 - Environmental Technician
 21.22
 30210 - Laboratory Technician
 20.42
 30240 - Mathematical Technician
 24.62
 30361 - Paralegal/Legal Assistant I
 20.03
 30362 - Paralegal/Legal Assistant II
 24.82
 30363 - Paralegal/Legal Assistant III
 30.35
 30364 - Paralegal/Legal Assistant IV
 36.73
 30390 - Photo-Optics Technician
 24.62
 30461 - Technical Writer I
 20.25
 30462 - Technical Writer II
 24.77
 30463 - Technical Writer III
 29.97
 30491 - Unexploded Ordnance (UXO) Technician I
 21.49
 30492 - Unexploded Ordnance (UXO) Technician II
 26.00
 30493 - Unexploded Ordnance (UXO) Technician III
 31.17
 30494 - Unexploded (UXO) Safety Escort
 21.49
 30495 - Unexploded (UXO) Sweep Personnel
 21.49
 30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)
 20.13
 30621 - Weather Observer, Senior (3)
 21.80
 31000 - Transportation/Mobile Equipment Operation Occupations

31020 - Bus Aide
 10.90
 31030 - Bus Driver
 15.95
 31043 - Driver Courier
 12.71
 31260 - Parking and Lot Attendant
 8.67
 31290 - Shuttle Bus Driver
 13.89
 31310 - Taxi Driver
 13.98
 31361 - Truckdriver, Light
 13.89
 31362 - Truckdriver, Medium
 17.09
 31363 - Truckdriver, Heavy
 18.40
 31364 - Truckdriver, Tractor-Trailer
 18.40
 99000 - Miscellaneous Occupations
 99030 - Cashier
 10.03
 99050 - Desk Clerk
 9.78
 99095 - Embalmer
 21.77
 99251 - Laboratory Animal Caretaker I
 10.47
 99252 - Laboratory Animal Caretaker II
 10.85
 99310 - Mortician
 27.25
 99410 - Pest Controller
 13.74
 99510 - Photofinishing Worker
 11.29
 99710 - Recycling Laborer
 14.50
 99711 - Recycling Specialist
 17.02
 99730 - Refuse Collector
 12.86
 99810 - Sales Clerk
 11.13
 99820 - School Crossing Guard
 11.37
 99830 - Survey Party Chief
 19.16
 99831 - Surveying Aide
 11.91
 99832 - Surveying Technician
 18.21
 99840 - Vending Machine Attendant
 11.46
 99841 - Vending Machine Repairer
 14.88

99842 - Vending Machine Repairer Helper
11.46

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 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: 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 PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) 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 ordnance, 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 link 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) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), 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.

GENERAL DECISION: **DC20070003** 07/06/2007 DC3

Date: July 6, 2007

General Decision Number: **DC20070003** 07/06/2007

Superseded General Decision Number: DC20030003

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	02/09/2007
1	05/04/2007
2	05/11/2007
3	05/18/2007
4	06/08/2007
5	06/15/2007
6	06/22/2007
7	06/29/2007
8	07/06/2007

ASBE0024-001 10/01/2006

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.....	\$ 27.13	13.13

ASBE0024-002 10/01/2006

	Rates	Fringes
Hazardous Material Handler Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 18.00	6.45

ASBE0024-005 10/01/2006

	Rates	Fringes
Fire Stop Technician Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke or other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.....	\$ 22.00	6.24

BRDC0001-001 04/30/2007

	Rates	Fringes
Bricklayer.....	\$ 25.90	6.19

CARP0132-006 05/01/2007

	Rates	Fringes
Carpenter (Including Drywall Hanging).....	\$ 24.37	6.15
Piledriver.....	\$ 22.87	6.85

ELEC0026-003 09/04/2006

	Rates	Fringes
Communication Technician.....	\$ 22.05	6.87+3%

SCOPE OF WORK: Includes low voltage construction, installation, maintenance and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, VSAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED: The installation of computer systems in industrial applications such as assembly lines, robotics

and computer controller manufacturing systems. The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.

 ELEC0026-016 06/04/2007

	Rates	Fringes
Electrician (Excluding Communication-Low Voltage Wiring).....	\$ 33.45	11.35+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Jr.'s Birthday, Inauguration Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day or days designated as legal holidays by the Federal Government.

 ENGI0077-009 05/01/2007

	Rates	Fringes
Power equipment operators:		
Boom Trucks.....	\$ 26.47	6.82+a+b
Cranes (35 tons and above).. <td>\$ 27.64</td> <td>6.82+a+b</td>	\$ 27.64	6.82+a+b
Cranes (under 35 tons).....	\$ 27.18	6.82+a+b
Forklifts.....	\$ 19.90	6.82+a
Piledrivers.....	\$ 27.18	6.82+a

a. PAID HOLIDAYS:
 New Years Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

b. PREMIUM PAY:
 Tower cranes and cranes 100-ton and over to receive \$1.00 per hour premium over Group One.

 IRON0005-001 06/01/2006

	Rates	Fringes
Ironworkers:		
Structural, Ornamental and Chain Link Fence.....	\$ 25.68	11.345

 IRON0201-003 05/01/2007

	Rates	Fringes
Ironworker, Reinforcing.....	\$ 24.80	12.08

LABO0657-001 06/01/2006

	Rates	Fringes
Laborer:Skilled.....	\$ 18.41	3.84

FOOTNOTE: Potmen, power tool operator, small machine operator, concrete labor including concrete preparation, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinnig, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipe layers, or tile layers (tile laid on road construction projects ONLY), operators of jackhammer, paving breakers, spaders or any machine that does the same general type of work, scaffold builders, operators of Towmasters, scootcretes, buggy mobiles and other machines of similar character, operators of tampers and rammers and other machines that do the same general type of work, whether powered by air, electric or gasoline builders of trestle scaffolds over one tier high and sand blaster, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powder men.

LABO0657-002 06/01/2006

	Rates	Fringes
Laborers:		
Mason Tenders, Brick.....	\$ 13.91	3.84
Mortar men, Scaffold Builders.....	\$ 14.65	3.84

MARB0002-002 05/01/2007

	Rates	Fringes
Marble & Stone Mason.....	\$ 31.00	11.52

INCLUDES pointing, caulking and cleaning of All types of masonry, brick, stone and cement structures; EXCEPT pointing, caulking and cleaning of existing masonry, brick, stone and cement (restoration work)

MARB0003-001 05/01/2007

	Rates	Fringes
Mosaic & Terrazzo Worker, Tile Layer		
Marble Mason and Tile Layer.	\$ 24.67	8.78
Terrazzo Worker.....	\$ 25.42	8.78

MARB0003-004 05/01/2007

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....	\$ 19.84	7.90

 * PAIN0051-004 06/01/2007

	Rates	Fringes
Glazier		
Contracts \$2 million and under.....	\$ 24.12	7.46
Contracts over \$2 million...	\$ 26.34	7.46

 * PAIN0051-010 06/01/2007

	Rates	Fringes
Painters:		
Brush, Roller, Spray and Drywall Finisher.....	\$ 23.31	7.31

 PLAS0891-003 05/01/2007

	Rates	Fringes
Cement Mason.....	\$ 26.15	6.01

 PLUM0005-007 08/01/2006

	Rates	Fringes
Plumber		
Apartment Buildings over 4 stories (except hotels), schools, colleges and speculative office buildings, strip shopping centers, churches, water coolers, room air conditioning units, appliances, packaged ice machines and light commercial refrigeration and/or air conditioning systems serving a single business in a single story building and not to exceed 5. h.p. or tons, self-contained package unit up to including 5 h.p. or tons.	\$ 20.64	8.08+a
ALL Other Work.....	\$ 31.52	12.59+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

PLUM0602-006 08/01/2006

	Rates	Fringes
Steamfitter, Refrigeration & Air Conditioning Mechanic (Including HVAC Pipe Work).....	\$ 31.27	12.82+a

a. PAID HOLIDAYS:

New Year's Day, Martin Luther King's Birthday, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and the day after Thanksgiving Day and Christmas Day.

SFDC0669-001 01/01/2007

	Rates	Fringes
Sprinkler Fitter.....	\$ 27.45	13.40

* SHEE0100-002 07/01/2007

	Rates	Fringes
Sheet Metal Worker (Including HVAC Duct Work).....	\$ 31.54	11.65

SUDC2000-001 04/12/2000

	Rates	Fringes
Laborer, Unskilled.....	\$ 11.83	2.23

Pointer, caulker and cleaner
INCLUDES pointing,
caulking and cleaning of
existing masonry, brick,
stone and cement
structures (restoration
work); EXCLUDES pointing,
caulking and cleaning of
new or replacement
masonry, brick, stone and
cement.....\$ 20.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
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Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



BLANKET PURCHASE AGREEMENT

NO. 07-Q-BF-101 (A)

With

[Company Name]

The Washington Convention Center Authority (WCCA), Office of Contracts and Procurement Services (OCPS) execute this Blanket Purchase Agreement (BPA) for Electrical Parts, and Equipment on an as needed basis. These parts and equipment will be provided at WCCA, which is located at 801 Mount Vernon Place, NW, Washington, DC 20001. The Contractor agrees to the following terms of a BPA with the WCCA.

1. SERVICES AVAILABLE UNDER THIS BPA:

[Scope of Work/Specifications]

2. PRICING:

[Set forth pricing schedule]

3. DELIVERY:

[Set forth delivery schedule]

4. PURCHASE VOLUME:

WCCA estimates a total of \$40,000.00 will be spent annually. WCCA guarantees a minimum volume \$10,000.00 of purchases through this agreement.

5. OBLIGATION OF FUNDS:

This BPA does not obligate any funds. WCCA is obligated only to the extent of authorized purchases through Orders actually made under the BPA.

6. TERM OF BPA:

- a) The term of the initial agreement shall be from date of award through September 30, 2008.
- b) This BPA may be extended by four (4) one-year option periods or fractions thereof. WCCA may extend the term of this agreement for a period of one (1) year, or a fraction thereof, or multiple successive fractions thereof, by providing a thirty (30) day written notice to the Contractor before the expiration of the agreement.

7. AUTHORIZED BPA USERS:

The following office(s) is/are hereby authorized to place orders under this BPA:

PLACING BPA ORDERS:

William Fleaming
Manager, Maintenance Services
(202) 249 – 3180
wfleaming@dcconvention.com

8. CONTRACT ADMINISTRATION:

Contracting Officer: The WCCA Contracting Officer is the official authorized to contractually bind WCCA.

Contract Specialist: The WCCA contract staff employee responsible for contract administration. Send all correspondence regarding this BPA to Brenda Fuller, Senior Contracts Specialist, Washington Convention Center Authority, Office of Contracts and Procurement Services, 801 Mount Vernon Place, NW, Washington, D.C. 20001, telephone number (202) 249-3023.

Contracting Officer's Technical Representative (COTR):
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 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 Technical representative is:

William Fleaming
Manager, Maintenance Services
Washington Convention Center Authority
801 Mount Vernon Place, NW
Washington, DC 20001
Direct: 202-249-3180

9. DELIVERY TICKETS:

Unless otherwise agreed to, all deliveries under this BPA shall be accompanied by a copy of the purchase/service order and each invoice shall contain the following information as a minimum:

- (a) Name of Contractor;
- (b) BPA Number (_____);
- (c) Purchase/Service Order Number;
- (d) Date of Purchase;
- (e) Brief description of the services provided; and
- (f) Date/period of Service Delivery.

WCCA may authorize partial services and partial payments to the Contractor for services to be provided under this agreement.

10. INVOICES:

The original invoice for payment against a **purchase/service order** shall be submitted to the following:

- a) Washington Convention Center Authority
Accounts Payable Office
801 Mount Vernon Place, NW
Washington, DC 20001
- or
- b) Invoices may also be e-mailed to the WCCA Accounts Payable Office in PDF format to: invoices@dcconvention.com.

A copy of the invoice shall be submitted to the COTR as identified in Section 8.

11. TERMS AND CONDITIONS:

- a) All orders placed against this BPA are subject to the terms and conditions of the WCCA Standard Contract Provisions (SCP) dated May, 2006, which is incorporated as part of the agreement. A copy of the WCCA SCP may be downloaded from the WCCA's website at http://www.dccconvention.com/community/business_current.asp.
- b) The Contractor is bound by Wage Determination No. 05-2103 (Revision 02) dated 11/07/2006 issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351). The Contractor shall be bound by the wage rates for the term of the base period of the contract. If the option period is exercised, the contractor shall be bound by the wage rate in effect at the time that the option is exercised.
- c) If the option is exercised and a revised wage rate determination obtained by the WCCA's Contracting Officer for the option period is applicable, the Contractor may be entitled to an equitable adjustment.
- d) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

The undersigned parties have caused this Agreement to be signed by their duly authorized agents:

[Contractor]	WASHINGTON CENTER AUTHORITY, an Independent Corporate Authority of the Government of the District of Columbia
By: _____ Name: _____ Title: _____ Date: _____	By: _____ Name: _____ Title: _____ Date: _____