

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



INVITATION FOR BIDS

Solicitation Number: DCAM-16-NC-0007

**Fire Extinguisher, Kitchen Fire Suppression System and Fire Pump Inspection,
Maintenance and Repair Services**

Date Issued: September 23, 2015

Bid Due Date: October 8, 2015 @ 2:00PM

Delivery of Bids: Department of General Services
Contracts and Procurement Division, 8th Floor
Attention: Kimberly Gray
Frank D. Reeves Center
2000 14th Street NW
Washington, DC 20009

Bid Opening: October 8, 2015 @ 2:15PM

Contact: Keith Giles
Contract Specialist
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SECTION A EXECUTIVE SUMMARY

The District of Columbia Department of General Services (DGS), Contracts & Procurement Division is issuing this Invitation for Bid (IFB) to award two or more indefinite delivery indefinite quantity (IDIQ) contracts to provide Fire Extinguisher, Sprinkler System, Fire Pump, Kitchen Fire Suppression, Inspection, Maintenance and Repair Services at various District of Columbia facilities. The Contractor shall furnish all labor, materials, tools and equipment necessary to keep all Fire Extinguishers, Fire Pumps, Sprinkler Systems, and Kitchen Fire Suppression Systems in good working order as described in Section B Scope of Work. The Contractor(s) shall provide a bid on Attachment A for one or all of the following groups:

Category 1 - Group A - Fire Extinguishers

Category 1 - Group B - Fire Extinguishers

Category 2 - Group A - Sprinkler System, Kitchen Fire Suppression and Fire Pumps

Category 2 - Group B - Sprinkler System, Kitchen Fire Suppression and Fire Pumps

The Contractor shall also perform a one time assessment of the Sprinkler System, Fire Pumps and Kitchen Fire Suppression Systems to be completed within 90 days after contract award.

A.1 CONTRACT TYPE:

A.1.1 The contracts awarded pursuant to this IFB will be IDIQ contracts based on fixed unit prices per service and fixed labor rates for repairs as quoted on Bid Form (Attachment A).

A.2 FORM OF CONTRACT:

A.2.1 Contracts resulting from this IFB will include, but are not limited to:

- (a) The Award/Signature Page Attachment I
- (b) Acknowledgement of Amendments (See Award/Signature Page Section)
- (c) The IFB pages 2 – 57
- (d) The Bid Form/ Contractor's Offer Bid Form (Attachment A)
- (e) Applicable exhibits provided as attachments or incorporated by reference

A.3 TERM OF THE CONTRACT:

A.3.1 Base Term: The base term of the IDIQ contracts will be for one (1) year from date of award through one year thereafter.

A.3.2 Option Year: The Department shall have the unilateral right to extend the term of this Agreement for three (3) terms of one (1) year; provided that the Department shall give the Contractor preliminary written notice of its intent to exercise the option to extend the term of the Contract thirty (30) days prior to the expiration of the contract. The preliminary notice does not commit the Department to an extension. The Contractor may waive the thirty (30) day notice requirement by

providing a written waiver to the Contracting Department prior to the expiration of the Contract.

A.3.3 Option Years Pricing: In the event the Department exercises its option to extend the Agreement to cover an option year, the rates or unit prices applicable to such Option Year are set forth in Attachment A.

A.4 CONTRACTOR'S COMPENSATION:

Bidders shall submit the Bid Form (**Attachment A**) to include their fixed unit prices to provide the Fire Extinguisher, Kitchen Fire Suppression, Fire Pump and Sprinkler System Inspection, Maintenance and Repair Services. The fixed unit prices shall be the Contractor's sole method of compensation for inspection and maintenance. The contractor will be compensated for Repair services on a time and materials basis in accordance with the fixed hourly rates on Attachment A. The contractor will be paid for parts and materials for repairs on a cost reimbursement basis. The Contractor will be paid a lump sum fixed price for the assessment of Sprinkler Systems, Kitchen Fire Suppression and Fire Pumps.

A.5 PROCUREMENT SCHEDULE:

The Procurement Schedule for this procurement is as outlined below:

- | | |
|--------------------------------------|---------------------------|
| • Issuance of IFB | September 23, 2015 |
| • Last Day for Questions | September 29, 2015 |
| • Due Date & Time for Bid submission | October 8, 2015 @ 2:00PM |
| • Bid Opening | October 8, 2015 @ 2.:15PM |

A.6 ATTACHMENTS:

The Bidder shall complete and include the following attachments in their bid:

- (a) Bid Form (Attachment A)
- (b) Disclosure Statement (Attachment B)
- (c) Tax Affidavit (Attachment C)
- (d) Subcontracting Plan Form (Attachment D);
- (e) 2014 Living Wage Act Notice and Fact Sheet (Attachment E)
- (f) First Source Employment (Attachment F)
- (g) Service Contract Act Wage Determinations (Attachment G)
- (h) Award/Signature Page (Attachment H)

SECTION B SCOPE OF WORK

B.1 Scope of Work and Requirements

The Contractor and its employees shall obtain and maintain all applicable permits, licenses, authorizations and/or certificates as required by Federal, State, local laws and regulations prior to providing services at any District Facility. A copy of these documents shall be provided to the Program Manager upon request. The Contractor shall perform tasks to ensure all Fire Extinguishers, Kitchen Fire Suppression Systems, Fire Pumps and Sprinkler Systems comply with all applicable standards, regulations, and codes required by NFPA, Federal, State, OSHA and local authorities.

B.1.1 Annual Fire Extinguisher Inspection and Maintenance

The Contractor shall perform tasks that include, but are not limited to, the following:

- 1) Check that unit is properly hung with the proper manufacturer's hanger.
- 2) Remove the extinguisher from its hanger.
- 3) Check the gauge pressure.
- 4) Check the condition of the gauge and its compatibility with the extinguisher.
- 5) Check the weight of the extinguisher.
- 6) Check that the last hydro-test test date is within code requirements and if not, perform hydro-static testing.
- 7) Check the last 6-year maintenance inspection for compliance, if applicable.
- 8) Check the last 12-year maintenance inspection for compliance, if applicable.
- 9) Check the valve and shell for damage or corrosion.
- 10) Remove the hose and inspect it for cracks or splits.
- 11) Check the hose threads for signs of wear.
- 12) Perform conductivity test on hose, per NFPA 10
- 13) Check the condition of the discharge horn.
- 14) Check for obstructions that interfere with accessibility of the extinguisher.
- 15) Break the extinguisher seal and remove the locking pin.
- 16) Check the upper and lower handles.
- 17) Replace safety disk, if necessary.
- 18) Verification of service collar, replace if necessary.
- 19) Replace o-ring, if necessary.
- 20) Replace the locking pin and reseal the extinguisher.
- 21) Check the valve opening for powder or any foreign matter.
- 22) Refill extinguishers, if needed.
- 23) Empty & Recharge all stored pressure-loaded stream fire extinguishers.
- 24) For dry extinguishers, fluff the powder by turning the unit.
- 25) Clean the extinguisher shell with spray cleaner.
- 26) Return the hose to its proper position.
- 27) Check the condition of the hose/horn retention band at the side of the extinguisher.
- 28) Check that the unit's classification is properly identified with the appropriate decal.
- 29) Check that the operating instructions are clean and legible.
- 30) Tag the extinguisher properly.
- 31) Survey the hazard area to verify that the unit classification corresponds with the hazard.
- 32) Check that the unit is properly located within the normal path of travel, at a conspicuous height.
- 33) Check that the unit is visible and unobstructed.

- 34) Insure HMIS label is in place and legible.
- 35) Replace the extinguisher on its hanger.
- 36) Compile a detailed report of the inspection and provide a legible written copy to the Program Manager.

B.1.2 Assessment of Sprinkler System and Fire Pump

Within the first 90 days of contract award, the Contractor shall perform a one time assessment of the Sprinkler System and Fire Pump (where applicable) located in various District Facilities.

The Contractor's assessment report will include:

1. The assessment shall include an evaluation and report of all Sprinkler system operations, deficiencies, including identifying worn and defective parts.
2. A detailed cost proposal, including a breakdown of all materials and labor cost for each site requiring repairs.
3. The Contractor shall certify that all Sprinkler Systems are present and operational.
4. The Contractor's report shall outline each Sprinkler Systems overall condition, list identified deficiencies and recommendations for repair and improving the operation and/or efficiency of the system(s).
5. The Contractor shall submit one proposal per site.

The Contractor shall submit reports and proposals within five-days from the date of assessment. When the scheduled Sprinkler System assessment coincides with the annual Sprinkler System Inspection, the Contractor shall perform both the inspection and assessment simultaneously.

B.1.3 Sprinkler System Inspection and Fire Pump Maintenance

The Contractor shall perform an annual Regulatory Inspection on all sprinkler systems and, if applicable, fire pumps located in various District facilities. Each service shall include, but not be limited to the following:

- 1) Perform complete system inspection, as required by NFPA 25 and other applicable codes and standards. Test and service sprinkler systems in accordance with manufacturer's recommendations.
- 2) Refill and/or re-pressurize system as required by applicable codes and standards.
- 3) Provide and affix new inspection tag.
- 4) Complete and provide the Program Manager an inspection report for each sprinkler system serviced.
- 5) Contractor shall respond to all emergency calls within 1 hour from the time of notification to the Program Manager.

B.1.4 Assessment of Kitchen Fire Suppression

Within the first 90 days of contract award, the Contractor shall perform a one time assessment of the Kitchen Fire Suppression Systems located in various District Facilities.

The Contractor's assessment report will include:

1. The assessment shall include an evaluation and report of all Kitchen Fire Suppression system operations, deficiencies, including identifying worn and defective parts.
2. A detailed cost proposal, including a breakdown of all materials and labor cost for each site requiring repairs.
3. The Contractor shall certify that all Kitchen Fire Suppression Systems are present and operational.
4. The Contractor's report shall outline each Kitchen Fire Suppression System's overall condition, list identified deficiencies and recommendations for repair and improving the operation and/or efficiency of the system(s).
5. The Contractor shall submit one proposal per site.

The Contractor shall submit reports and proposals within five-days from the date of assessment. When the scheduled Kitchen Fire Suppression System assessment coincides with the Semi-annual Kitchen Fire Suppression Inspection, the Contractor shall perform both the inspection and assessment simultaneously.

B.1.5 Semi-Annual Kitchen Fire Suppression Inspection and Maintenance

The Contractor shall perform semi-annual Kitchen Fire Suppression Inspection, Maintenance and Repair Services. Each service shall include, but not be limited to, the following:

- 1) Inspect the system to determine whether it is in service and in satisfactory condition in accordance with NFPA standards.
- 2) Identify potentially detrimental site conditions that could compromise the performance of mechanical and/or electronic components of the system.
- 3) Check the last 12-year maintenance inspection for compliance, if applicable.
- 4) Test remote pulls for condition and operation.
- 5) Perform an automatic trip test of the system.
- 6) Test manual release of the system.
- 7) Verify mechanical operation of the system.
- 8) Verify the gas shutoff function, if applicable.
- 9) Verify the electrical shutoff function, if applicable.
- 10) Replace fusible links where required.
- 11) Refill system, if needed.
- 12) Conductivity test of all carbon dioxide hose assemblies.
- 13) Check system components for cleanliness.
- 14) Restore the system to normal operation.
- 15) Reset the system.
- 16) Install new tamper seals.
- 17) Inspect suppression agent cylinder.

- 18) Verify the cylinder/cartridge pressure, agent weight and condition.
- 19) Check that the last hydro-test test date is within code requirements.
- 20) Inspect and verify piping/bracing to manufacturer's specifications.
- 21) Inspect all nozzles and verify that they are properly aimed, free of blockage and have proper blow-off caps intact, replace if necessary.
- 22) Verify that the Owner's Manual is available on-site.
- 23) Replace nozzle caps.
- 24) Inquire about general occupancy relating to the kitchen fire suppression system in accordance with NFPA recommended procedures.
- 25) Inspect for any changes in the hazard area that may affect the performance and reliability of the kitchen fire suppression system.
- 26) Tag devices as required and perform required record-keeping.
- 27) Compile a detailed report of the inspection and provide a legible written copy to the COTR.
- 28) Familiarize the Customer with proper operation of the equipment.

B.1.6 Repairs

Repairs shall be performed on a time and materials basis. The Contractor shall stock an ample supply of replacement parts for normal maintenance and repair of all Fire Extinguishers, Kitchen Fire Suppression Systems, Sprinkler Systems and Fire Pumps. All new parts shall be genuine products of the original manufacturers of the various types of Extinguishers, Kitchen Fire Suppression Systems, Fire Pumps and Sprinkler Systems. If during inspection or hydrostatic-testing it is determined that repairs are needed, the cost of replacement parts may be added to the invoice. The invoice shall include unit pricing and an itemized list of all replacement parts used. The cost for installation of replacement parts shall be charged on an hourly basis. A maximum 10% mark-up on the cost of materials will be allowed.

B.1.7 Service Hours

The Department requires the Contractor to perform the required services Monday through Friday between the hours of 6:00AM and 8:00PM. The Contractor shall respond to all emergency calls within one hour.

B.1.8 Estimated Number of Fire Extinguisher, Sprinkler Systems, Kitchen Fire Suppression and Fire Pumps

The Department estimates the following inventory of Fire Extinguisher, Sprinkler Systems, Kitchen Fire Suppression Systems and Fire Pumps that require Inspection, Maintenance and possible Repair Services. The Department reserves the right to add or delete equipment that will require Inspection, Maintenance and Repair Services. The Contractor shall be notified in writing by the Program Manager of additional facilities that require service.

Item	Range
1) Fire Extinguishers	6,000 – 8,000
2) Sprinkler Systems	200 - 250
3) Kitchen Fire Suppression Systems	75 - 100
4) Fire Pumps	20-30

B.1.9 Locations

The facilities listed below are current sites that require Fire Extinguisher, Sprinkler System, Fire Pump and Kitchen Fire Suppression Inspection, Maintenance and Repair Services.

Fire Extinguishers, Sprinkler Systems, Kitchen Fire Suppression Systems and Fire Pump Locations

Facility	Address	Location	Fire Extinguisher	Kitchen Suppression	Sprinkler	Fire Pump
Adams, ES	2020 19th Street	SCHOOL	X			
Bancroft ES	1755 Neston St., NW	SCHOOL	X			
Banneker	800 Euclid St. NW	SCHOOL	X	X	X	
Cleveland ES	1825 8th Street, N.W.	SCHOOL	X	X	X	
Columbia Heights (Bell Lincoln)	3145 Hiatt Place NW	SCHOOL	X	X	X	X
Ellington School of the Arts	3500 R St., NW	SCHOOL	X	X	X	
Garnet-Patterson MS	2001 10th Street, N.W.	SCHOOL	X			
Grimke School	1923 Vermont Avenue, NW	SCHOOL	X			
H.D. Cooke ES	2525 17th St., NW	SCHOOL	X	X	X	
Harrison (Leased)	2120 13th Street, NW	SCHOOL	X			
Marie Reed	2200 Champlain St. NW	SCHOOL	X	X	X	
Montgomery (Leased)	500 Block P St., NW	SCHOOL	X			
Parkview	3560 Warder St. NW	SCHOOL	X			
Tubman	3101 13th St. NW	SCHOOL	X	X	X	
Washington Metropolitan/KC Lewis	300 Bryant St. NW	SCHOOL	X			
Addison ES	3446 P St., NW	SCHOOL	X		X	
Hardy MS	1819 35th St., NW	SCHOOL	X	X	X	

Facility	Address	Location	Fire Extinguisher	Kitchen Suppression	Sprinkler	Fire Pump
Hyde, ES	3219 O Street, NW	SCHOOL	X		X	
Francis JHS	2425 N St., NW	SCHOOL	X	X		
Garrison ES	1200 S St., NW	SCHOOL	X	X		
Ross ES	1730 R St., NW	SCHOOL	X		X	
School Without Walls SHS	2130 G St., NW	SCHOOL	X		X	
Seaton ES	1503 10th St., NW	SCHOOL	X	X	X	
Thomson ES	1200 L St., NW	SCHOOL	X		X	
Sumner School	1201 17th Street, NW	SCHOOL	X			
Deal MS	3815 Fort Drive, N.W.	SCHOOL	X	X	X	X
Eaton ES	3301 Lowell Street, N.W.	SCHOOL	X	X	X	
Hearst ES	3950 37th Street, N.W.	SCHOOL	X		X	X
Janney ES	4130 Albemarle Street, N.W.	SCHOOL	X	X	X	X
Key ES	5001 Dana Place, N.W.	SCHOOL	X		X	X
Mann ES	4430 Newark Street, N.W.	SCHOOL	X		X	
Murch ES	4810 36th Street, N.W.	SCHOOL	X	X	X	
Oyster ES	2801 Calvert Street, N.W.	SCHOOL	X	X	X	X
Stoddert ES	4001 Calvert St., NW	SCHOOL	X		X	X
UDC Bldg. 52 (Use Agreement)	4340 Connecticut Ave., N.W.	SCHOOL	X			
Wilson, W. SHS	3950 Chesapeake St., N.W.	SCHOOL	X	X	X	
Lafayette ES	5701 Broad Branch Road, N.W.	SCHOOL	X		X	
Robeson School	3700 10th St., NW	SCHOOL	X			
Barnard ES	430 Decatur Street, N.W.	SCHOOL	X	X	X	

Facility	Address	Location	Fire Extinguisher	Kitchen Suppression	Sprinkler	Fire Pump
Brightwood ES	1300 Nicholson Street, N.W.	SCHOOL	X	X	X	
Coolidge SHS	6315 5th Street, N.W.	SCHOOL	X	X		X
Food Service, DCPS-Security	3535 V Street, NE	SCHOOL	X			
Raymond ES	915 Spring Road, N.W.	SCHOOL	X		X	
LaSalle ES	501 Riggs Road, N.E.	SCHOOL	X	X		
MacFarland MS (Now Rosevelt)	4400 Iowa Avenue, N.W.	SCHOOL	X			
Powell ES	1350 Upshur Street, N.W.	SCHOOL	X			
Roosevelt SHS	4301 13th Street, N.W.	SCHOOL	X			
Sharpe Health School	4300 13th Street, N.W.	SCHOOL	X	X		
Shepherd ES	7800 14th Street, N.W.	SCHOOL	X		X	
Takoma EC	7010 Piney Branch Road, N.W.	SCHOOL	X		X	X
Truesdell ES	800 Ingraham Street, N.W.	SCHOOL	X			
West ES	1338 Farragut Street, N.W.	SCHOOL	X	X	X	
Whittier ES	6201 5th Street, N.W.	SCHOOL	X			
Browne MS	850 26th Street, N.E.	SCHOOL	X	X		
Bunker Hill ES	1401 Michigan Ave., N.E.	SCHOOL	X			
Burroughs ES	1820 Monroe Street, N.E.	SCHOOL	X	X	X	
C.H.O.I.C.E. Academy/Hamilton	1401 Brentwood Parkway, N.E.	SCHOOL	X	X		
Emery ES	1720 1st Street, N.E.	SCHOOL	X		X	
Langdon ES	1900 Evarts Street, N.E.	SCHOOL	X	X		
Lee, Mamie D. School	100 Gallatin Street, N.E.	SCHOOL	X	X		
Moore, Luke C. Academy SHS	1001 Monroe Street, N.E.	SCHOOL	X	X	X	X

Facility	Address	Location	Fire Extinguisher	Kitchen Suppression	Sprinkler	Fire Pump
Phelps	704 26th Street, N.W.	SCHOOL	X	X	X	X
Shaed ES	301 Douglas Street, N.E.	SCHOOL	X			
Wheatley ES	1299 Neal Street, N.E.	SCHOOL	X	X	X	
Young ES	820 26th Street, N.E.	SCHOOL	X			
McKinley Technology HS/Langley ES	101 T Street, N.E.	SCHOOL	X	X	X	X
Noyes ES	2725 10th St., N.E.	SCHOOL	X	X	X	
Penn Center	1709 3rd Street, N.E.	SCHOOL	X			
Amidon ES	401 Eye Street, S.W.	SCHOOL	X			
Brent ES	301 North Carolina Ave., S.E.	SCHOOL	X	X	X	
Eastern SHS	1700 East Capitol Street, N.E.	SCHOOL	X	X	X	
Eliot MS	1830 Constitution Avenue, N.E.	SCHOOL	X	X		
Gibbs ES	500 19th Street, N.E.	SCHOOL	X			
Hines School	335 8th Street, SE	SCHOOL	X			
Jefferson MS	801 7th Street, S.W.	SCHOOL	X	X		
Logan	215 G Street, N.E.	SCHOOL	X			
Ludlow-Taylor ES	659 G Street, N.E.	SCHOOL	X		X	
Maury ES	1250 Constitution Avenue, N.E.	SCHOOL	X	X	X	
Miner ES	601 15th Street, N.E.	SCHOOL	X		X	
Payne ES	1445 C St., S.E.	SCHOOL	X		X	
Peabody ES	425 C Street, N.E.	SCHOOL	X		X	
Prospect (Goding) LC	920 F Street, N.E.	SCHOOL	X	X		

Facility	Address	Location	Fire Extinguisher	Kitchen Suppression	Sprinkler	Fire Pump
Stuart-Hobson MS	410 E Street, N.E.	SCHOOL	X		X	
Tyler ES	1001 G Street, S.E.	SCHOOL	X	X	X	
Van Ness	1150 5th Street, S.E.	SCHOOL	X			
Walker-Jones EC	1125 New Jersey Ave., N.W.	SCHOOL	X	X	X	X
Watkins ES	420 12th Street, S.E.	SCHOOL	X	X	X	
Wilson, J.O. ES	660 K Street, N.E.	SCHOOL	X	X		X
Aiton ES	533 48th Place, N.E.	SCHOOL	X	X	X	
Burrville ES	801 Division Avenue, N.E.	SCHOOL	X		X	
Drew ES	5600 Eads Street, N.E.	SCHOOL	X	X		
Evans	5600 East Capitol Street, N.E.	SCHOOL	X			
H.D. Woodson ES	540 55th St., NE	SCHOOL	X	X		X
Harris, C.W. ES	301 53rd Street, S.E.	SCHOOL	X	X	X	
Houston ES	1100 50th Place, N.E.	SCHOOL	X	X	X	
Kenilworth ES	1300 44th Street, N.E.	SCHOOL	X	X		
Miller, Kelly MS	301 49th Street, N.E.	SCHOOL	X	X	X	X
Nalle ES	219 50th Street, S.E.	SCHOOL	X			
Plummer ES	4601 Texas Avenue, S.E.	SCHOOL	X	X	X	
River Terrace ES	420 34th Street, N.E.	SCHOOL	X			
Shadd ES	5601 East Capitol Street, S.E.	SCHOOL	X			
Smothers ES	4400 Brooks Street, N.E.	SCHOOL	X			
Thomas ES	650 Anacostia Avenue, N.E.	SCHOOL	X	X		
Beers ES	3600 Alabama Ave., S.E.	SCHOOL	X	X	X	

Facility	Address	Location	Fire Extinguisher	Kitchen Suppression	Sprinkler	Fire Pump
Fletcher-Johnson	4650 Benning Road, S.E.	SCHOOL	X		X	
Kimball ES	3375 Minnesota Avenue, S.E.	SCHOOL	X		X	
Randle Highlands ES	1650 30th Street, S.E.	SCHOOL	X	X	X	X
Sousa MS	3650 Ely Place, S.E.	SCHOOL	X	X	X	X
Anacostia SHS	1601 16th Street, S.E.	SCHOOL	X		X	X
Douglass Child Care Center	3240 Stanton Rd., S.E.	SCHOOL	X	X	X	
Ferebee-Hope ES (Closed - but continue to maintain Pool and Rec. Center)	3999 8th Street, S.E.	SCHOOL	X	X		
Garfield ES	2435 Alabama Avenue, S.E.	SCHOOL	X	X		
Green ES	1500 Mississippi Avenue, S.E.	SCHOOL	X			
Hart MS	601 Mississippi Avenue, S.E.	SCHOOL	X	X	X	
Hendley ES	425 Chesapeake Street, S.E.	SCHOOL	X	X		
Johnson MS	1400 Bruce Place, S.E.	SCHOOL	X	X		
Ketcham ES	1919 15th Street, S.E.	SCHOOL	X	X	X	
King ES	3200 6th Street, S.E.	SCHOOL	X		X	
Kramer Annex	1700 Q Street, S.E.	SCHOOL	X			
Kramer MS	1700 Q Street, S.E.	SCHOOL	X	X		
Leckie ES	4201 Martin Luther King Ave., S.W.	SCHOOL	X	X	X	
Moten ES	1565 Morris Road, S.E.	SCHOOL	X	X	X	X
Orr ES	2200 Minnesota Ave., S.E.	SCHOOL	X	X	X	
Patterson ES	4399 South Capitol Terr. S.W.	SCHOOL	X	X	X	

Facility	Address	Location	Fire Extinguisher	Kitchen Suppression	Sprinkler	Fire Pump
Savoy ES	2400 Shannon Place, S.E.	SCHOOL	X	X	X	X
Simon ES	401 Mississippi Avenue, S.E.	SCHOOL	X	X	X	
Stanton ES	2701 Naylor Road, S.E.	SCHOOL	X		X	
Terrell, M.C ES	3301 Wheeler Road, S.E.	SCHOOL	X		X	
Turner ES	3264 Stanton Rd., SE	SCHOOL	X	X	X	
Wilkinson ES	2330 Pomeroy Road, S.E.	SCHOOL	X			
Banneker Community Center	2500 Georgia Avenue, NW	DPR	X		X	
Columbia Heights Community Center	1480 Girard Street, NW	DPR	X			
DPR Headquarters	3149 16th Street, NW	DPR	X			
DPR Warehouse	1320 S Street, NW	DPR	X			
Harrison Recreation Center	1330 V Street, NW	DPR	X			
Kalorama Recreation Center	1875 Columbia Road, NW	DPR	X			
Loughran Community Center	2500 14th Street, NW	DPR	X	X		
Marie Reed Aquatic Center	2200 Champlain Street, NW	DPR	X			
Marie Reed Recreation Center	2200 Champlain Street, NW	DPR	X			
Parkview Community Center	693 Otis Place, NW	DPR	X			
Parkview Pool House	693 Otis Place, NW	DPR	X			
Jelleff Recreation Center	3265 S Street, NW	DPR	X			
Kennedy Recreation Center	1401 7th Street, NW	DPR	X		X	
Mitchell Park Recreation Center	1801 23rd Street, NW	DPR	X			
Rose Park Recreation Center	2609 Dumbarton Street, NW	DPR	X			
Stead Recreation Center	1625 P Street, NW	DPR	X			

Facility	Address	Location	Fire Extinguisher	Kitchen Suppression	Sprinkler	Fire Pump
Volta Park Recreation Center	1555 34th Street, NW	DPR	X			
East Potomac Park Pool	900 Ohio Drive	DPR	X			
Chevy Chase Community Center	5601 Connecticut Avenue, NW	DPR	X			
Chevy Chase Recreation Center	5500 41st Street, NW	DPR	X			
Friendship Recreation Center	4500 Van Ness Street, NW	DPR	X			
Guy Mason Recreation Center	3600 Calvert Street, NW	DPR	X			
Hardy Recreation Center	4500 Q Street, NW	DPR	X			
Hearst Recreation Center	3950 37th Street, NW	DPR	X			
Macomb Recreation Center	3409 Macomb Street, NW	DPR	X			
Palisades Community Center	5200 Sherrier Place, NW	DPR	X			
Stoddert Recreation Center	4001 Calvert Street, NW	DPR	X			
Wilson Aquatic Center	4551 Fort Drive, NW	DPR	X		X	X
Emery Recreation Center	5801 Georgia Avenue, NW	DPR	X			
Fort Stevens Recreation Center	1327 Van Buren Street, NW	DPR	X			
Hamilton Recreation Center	1340 Hamilton Street, NW	DPR	X			
Lafayette Recreation Center	5900 33rd Street, NW	DPR	X			
Lamond Recreation Center	20 Tuckerman Street, NE	DPR	X		X	
Petworth Recreation Center	801 Taylor Street, NW	DPR	X			
Raymond Recreation Center	915 Spring Road, NW	DPR	X			
Riggs LaSalle Recreation Center	501 Riggs Road, NE	DPR	X		X	
Takoma Aquatic Center	300 Van Buren Street, NW	DPR	X		X	
Takoma Community Center	300 Van Buren Street, NW	DPR	X		X	

Facility	Address	Location	Fire Extinguisher	Kitchen Suppression	Sprinkler	Fire Pump
Upshur Recreation Center	4300 Arkansas Avenue, NW	DPR	X			
Arboretum Community Center	2412 Rand Place, NE	DPR	X			
Brentwood Recreation Center	2311 14th Street, NE	DPR	X			
Dunbar Aquatic Center	1301 New Jersey Avenue, NW	DPR	X			
Edgewood Recreation Center	Third and Everts Street, NE	DPR	X			
Fort Lincoln Aquatic Center	3100 Fort Lincoln Drive, NE	DPR	X			
Fort Lincoln Recreation Center	3100 Fort Lincoln Drive, NE	DPR	X			
Harry Thomas Sr. Recreation Center	1743 Lincoln Road, NE	DPR	X			
Joseph H. Cole Recreation Center	1299 Neal Street, NE	DPR	X		X	
Langdon Park Community Center	2901 20th Street, NE	DPR	X			
North Michigan Park Recreation Center	1333 Emerson Street, NE	DPR	X		X	
Theodore Hagans Cultural Center	3201 Fort Lincoln Drive, NE	DPR	X			
Trinidad Recreation Center	1310 Childress Street, NE	DPR	X		X	
Turkey Thicket Aquatic Center	1100 Michigan Avenue, NE	DPR	X			
Turkey Thicket Recreation Center	1100 Michigan Avenue, NE	DPR	X		X	
Langdon Pool House	2901 - 20th St., NE	DPR	X			
Francis Pool House	25 N St., SE	DPR	X			
Randall Pool House	820 S Capitol St., SW	DPR	X			
RH Terrell Recreation Center	155 L Street, NW	DPR	X			
Rosedale Recreation Center	500 19th Street, NE	DPR	X	X	X	

Facility	Address	Location	Fire Extinguisher	Kitchen Suppression	Sprinkler	Fire Pump
Sherwood Recreation Center	640 10th Street, NE	DPR	X			
Watkins Recreation Center	420 12th Street, SE	DPR	X			
Watkins Pool House	420 - 12th Street SE	DPR	X			
William H. Rumsey Aquatic Center	635 North Carolina Avenue, SE	DPR	X			
Joy Evans Recreation Center	555 L St., SE	DPR	X			
Lincoln Capper Pool House	555 L St., SE	DPR	X			
King Greenleaf Recreation Center	201 N Street, SW	DPR	X		X	
Randall Recreation Center	South Capitol and I Street, SW	DPR	X			
Benning Park Community Center	Southern Avenue and Fable Street, SE	DPR	X			
Kelly Miller Recreation Center	301 - 49th St., NE	DPR	X			
Kelly Miller Pool House	301 - 49 St., NE	DPR	X			
Benning Stoddert Community Center	100 Stoddert Place, SE	DPR	X			
Deanwood Aquatic Center	1350 49th Street, NE	DPR	X		X	
Deanwood Recreation Center	1350 49th Street, NE	DPR	X		X	
FortDavis Community Center	1400 41st Street, SE	DPR	X	X	X	
H.D. Woodson Aquatic Center	5500 Eads Street, NE 20019	DPR	X		X	
Hillcrest Recreation Center	3100 Denver Street, SE	DPR	X		X	
Kenilworth-Parkside Recreation Center (@Ceasar Chavez)	1300 44th Street, NE	DPR	X			
Lederer Gardens	4801 Nannie Helen Burroughs Avenue, NE	DPR	X			
Marvin Gaye Recreation Center	6201 Banks Place, NE	DPR	X			

Facility	Address	Location	Fire Extinguisher	Kitchen Suppression	Sprinkler	Fire Pump
Ridge Road Recreation Center	800 Ridge Road, SE	DPR	X			
Therapeutic Recreation Center	3030 G Street, SE	DPR	X		X	
Anacostia Recreation Center	1800 Anacostia Drive, SE	DPR	X	X		
Bald Eagle @ Fort Greble	100 Joliet Street, SW	DPR	X	X	X	
BarryFarm Recreation Center	1230 Sumner Road, SE	DPR	X	X	X	
Barry Farm Pool House	1230 Sumner Road, SE	DPR	X			
Congress Heights Recreation Center	611 Alabama Avenue, SE	DPR	X			
Douglass Community Center	2100 Stanton Terrace, SE	DPR	X			
Ferebee-Hope Aquatic/Recreation Center	3999 8th Street, SE	DPR	X			
Fort Stanton Recreation Center	1812 Erie Street, SE	DPR	X			
Fort Stanton Pool House	1812 Erie Street, SE	DPR	X			
Malcolm X Recreation Center	3200 13th Street, SE	DPR	X			
Oxon Run Recreation Center	4 th Street and Mississippi Ave., SE	DPR	X			
Southeast Tennis & Learning Center	701 Mississippi Avenue, SE	DPR	X		X	
Engine Company No. 4	2531 Sherman Avenue, NW	EMS	X			
Engine Company No. 11	3420 14th Street, NW	EMS	X			
Engine Company No. 21	1763 Lanier Place, NW	EMS	X			
Special Ops Div. Adm (Homeland Security Special Operations)	1338 Park Road, N.W.	EMS	X			
Engine Company No. 1	2225 M Street, NW	EMS	X			
Engine Company No. 2	500 F Street, NW	EMS	X			

Facility	Address	Location	Fire Extinguisher	Kitchen Suppression	Sprinkler	Fire Pump
Engine No. 5 Company	3412 Dent Place, NW	EMS	X			
Engine No. 9 Company	1617 U Street, NW	EMS	X			
Engine No. 16 Company	1018 13th Street, NW	EMS	X			
Engine No. 23 Company	2119 G Street, NW	EMS	X			
Engine No. 20 Company	4300 Wisconsin Avenue, NW	EMS	X			
Engine No. 28 Company	3522 Connecticut Avenue, NW	EMS	X			
Engine No. 29 Company	4811 MacArthur Boulevard, NW	EMS	X			
Engine No. 29 Company	5900 MacArthur Boulevard, NW	EMS	X			
Engine No. 31 Company	4930 Connecticut Avenue, NW	EMS	X			
Engine No. 22 Company	5760 Georgia Avenue, NW	EMS	X			
Engine No. 24 Company	5101 Georgia Avenue, NW	EMS	X			
Ready Building Reserve	915 Galatin Street, NW	EMS	X			
DC Fire	3170-3180 V Street, NE	EMS	X			
Engine No. 10 Company	1342 Florida Avenue, NE	EMS	X			
Engine No. 12 Company	2225 5th Street, NE	EMS	X			
Engine No. 14 Company	4801 North Capitol Street, NE	EMS	X			
Engine No. 17 Company	1227 Monroe Street, NE	EMS	X			
Engine No. 26 Company	1340 Rhode Island Avenue, NE	EMS	X			
Fire and Police Clinic	920 Varnum Street, N.E.	EMS	X			
Engine No. 3 Company	Engine Company No. 3	EMS	X			
Engine No. 6 Company	Engine Company No. 6	EMS	X			
Engine No. 7 Company	Engine Company No. 7	EMS	X			

Facility	Address	Location	Fire Extinguisher	Kitchen Suppression	Sprinkler	Fire Pump
Engine Company No. 8	Engine Company No. 8	EMS	X			
Engine Company No. 13	Engine Company No. 13	EMS	X			
Engine Company No. 18	Engine Company No. 18	EMS	X			
Fire Boat	550 Water St. SW	EMS	X			
Fleet Maintenance	Fleet Maintenance	EMS	X			
Apparatus	1101 Half Street, SW	EMS	X			
Engine Company No. 19	2813 Pennsylvania Avenue, SE	EMS	X			
Engine Company No. 27	4201 Minnesota Avenue, NE	EMS	X			
Engine Company No. 30	50 49th Street, NE	EMS	X			
Engine Company No. 15	2101 14th Street, SE	EMS	X			
Engine Company No. 25	3203 M. L. King, Jr. Avenue, SE	EMS	X			
Engine Company No. 32	2425 Irving Street, SE	EMS	X			
Engine Company No. 33	101 Atlantic Street, SE	EMS	X			
Training Academy	4600 Shepherd Parkway, SW	EMS	X			
Patricia R. Harris	4600 Livingston Road, SE	EMS	X			
Latina Liaison Unit	1800 Columbia Rd, NW	MPD	X			
Third District Substation	750 Park Road, NW	MPD	X			
CFL (Dept of Forensic Science-Crime Lab & Health Lab, OCME, & MPD)	401 E Street, SW	MPD	X			
1st District	101 M St S.W.	MPD	X			
Bundy Building	429 O Street, NW	MPD	X			

Facility	Address	Location	Fire Extinguisher	Kitchen Suppression	Sprinkler	Fire Pump
Special Operations Division	2301 L Street, NW	MPD	X			
Office of Police Complaints	1400 I Street, NW	MPD	X			
Asian Liaison	616 H St, NW	MPD	X			
GLLU	1369-A Connecticut Avenue, NW	MPD	X			
Second District Headquarters	3320 Idaho Ave., NW	MPD	X			
Fourth District Headquarters	6001 Georgia Ave., NW	MPD	X			
Petworth Elementary	8th Street NW And Shepherd Street NW	MPD	X			
Patrol Services Bureau and School Security Branch	801 Sheperd Street, NW	MPD	X			
Youth Division	1700 Rhode Island Ave., NE	MPD	X			
5th District	1805 Bladensburg Road, NE	MPD	X			
Fleet Service	2175 West Virginia Ave., NE	MPD	X			
Bundy Bldg	429 O St, N.W	MPD	X			
Juvenile Processing	1000 Mt. Olivet Rd., NE	MPD	X			
Mobile Crime	3521 V Street, NE	MPD	X			
Forensic Science Service Division	3515 V Street, NE	MPD	X			
Slowe	1401 Jackson Street, NE	MPD	X			
ATEU	3165 V Street, NE	MPD	X			
Henry Daly Building	300 Indiana Ave., NW	MPD	X			
1st District Sub	500 E Street, SE	MPD	X			
Harbor	550 Water St. SW	MPD	X			
IAD/FIT	3244 Penn Branch Ave SE	MPD	X			

Facility	Address	Location	Fire Extinguisher	Kitchen Suppression	Sprinkler	Fire Pump
Old Juvenile Court Building	410 E Street, NW	MPD	X			
Share Computer Center	222 Massachusetts Ave, NW	MPD	X			
SOD Tactical Branch	RFK Stadium	MPD	X			
Heliport	1724 South Capitol St., SE	MPD	X			
NSID (Narcotics)	1215 3rd Street, NE	MPD	X			
6th District	100 42nd Street, NE	MPD	X			
Boy's & Girls Club	4101 Benning Road NE	MPD	X			
MPD - Penn Branch	3220 Penn. Ave., SE	MPD	X			
6th District Sub	2701 Penn. Ave., SE	MPD	X			
Equipment & Supply Branch	5001 Hayes St., NE	MPD	X			
Third District Headquarters	1624 V Street, NW	MPD	X			
7th District	2455 Alabama Ave., SE	MPD	X			
Training Academy	4665 Blue Plains Dr., SW	MPD	X			
Training Academy/Annex	4665 Blue Plains Dr., SW	MPD	X			
MPD Tactical Village (Tentative 2012)	4665 Blue Plains Dr., SW	MPD	X			
Bomb Squad	4669 Blue Plains Dr., SW	MPD	X			
K9	4667 Blue Plains Dr. SE	MPD	X			
MPD/Evidence Control Branch	DC Village Lane, SW	MPD	X			
Equipment & Supply Branch	2250 Railroad Ave., SW	MPD	X			
Evidence Control Facility	17 DC Village Lane SW	MPD	X			
K-9 Unit	4665 Blue Plains Drive SW	MPD	X			

Facility	Address	Location	Fire Extinguisher	Kitchen Suppression	Sprinkler	Fire Pump
Lab #7 DC Village Ln., SW (DOH)	Lab #7 DC Village Ln., SW (DOH)	MPD	X			
MPD Property	5002 Hayes Street, NE	MPD	X			
Impound Lot	5001 Shepherd Parkway, SW	MPD	X			
EPU	Blue Plains #6, DC Village Ln, SW (Bldg-1A)	MPD	X			
La Casa Shelter	1436 Irving Street, NW	Shelter	X			
1413 Girard St., NW	1413 Girard Street, NW	Shelter	X			
New Endeavors Shelter	611 N St, NW	Shelter	X			
New LaCasa	1131 Spring Road NW	Shelter	X			
Spring Road Shelter	1433 Spring Road	Shelter	X			
Emery Shelter	1725 Lincoln Rd, NE	Shelter	X			
House of Togetherness	1835 Evarts St., NE	Shelter	X			
Andrus House	2635 18th St., NE	Shelter	X			
Corcoran Shelter	1861 Corcoran St., N.E.	Shelter	X			
4925 Sargent Road, NE	4925 Sargent Road, NE	Shelter	X			
Adams Place Shelter	2210 Adams Place, NE	Shelter	X			
CCNV - Federal City Shelter	425 2nd St. NW	Shelter	X			
Blair Shelter	633 6th St. NE	Shelter	X			
House of Ruth Shelter	651 I0th St, NE	Shelter	X			
DC DOH - Family Forward Shelter, Bldg. #12	1905 Mass Ave., SE	Shelter	X			
Kramer Shelter	1626 Kramer St., NE	Shelter	X			

Facility	Address	Location	Fire Extinguisher	Kitchen Suppression	Sprinkler	Fire Pump
Family Shelter	1701-1711 V St., SE	Shelter	X			
Family Shelter	2305 36th St SE	Shelter	X			
Family Shelter	2601 - 2603 Naylor Road, S.E.	Shelter	X			
Family Shelter	336 37th St. S.E	Shelter	X			
DHS-Coalition for the Homeless-Residential	1355-57 Valley Place, SE	Shelter	X			
107 Wayne Place, SE	107 Wayne Place, SE	Shelter	X			
117 Wayne Place	117 Wayne Place, SE	Shelter	X			
Congress Heights Senior Wellness Center	3500 MLK Jr. Ave, SE	Senior	X			
Senior Wellness Center	3531 Georgia Avenue, NW	Senior	X			
Hattie Holmes Senior Wellness Center	324 Kennedy St, NW	Senior	X			
Washington Seniors Wellness Center	3001 Alabama Ave, SE	Senior	X			
Washington Seniors	3001 Alabama Avenue, SE	Senior	X			
Franklin D. Reeves Center	2000 14 St., NW	Municipal	X			
Lincoln Theater, Historic	1215 U Street, NW	Municipal	X			
Girard Family Shelter	1413 14th St., NW	Municipal	X			
Parking Lot	1st & E St. NW	Municipal	X			
DC Record Center	1300 Naylor Court, NW	Municipal	X			
DDOT-Admin Trailer	1403 W St., NE	Municipal	X			
DDOT - Security Booth Trailer (1)	1403 W St., NE	Municipal	X			

Facility	Address	Location	Fire Extinguisher	Kitchen Suppression	Sprinkler	Fire Pump
DDOT - Snow Trailer	1403 W St., NE	Municipal	X			
DDOT - Trailer (2)	1403 W St., NE	Municipal	X			
DDOT - Women's Trailer	1403 W St., NE	Municipal	X			
DDOT - Men's Trailer	1403 W St., NE	Municipal	X			
DDOT- Equipt Operation Trailer	1403 W St., NE	Municipal	X			
DDOT - Foreman's Trailer	1403 W St., NE	Municipal	X			
DDOT - Tree Division	1403 W St., NE	Municipal	X			
PSPD - Security Trailer	1241 W St., NE	Municipal	X			
DPW	1725 15th St., NE	Municipal	X			
DDOT	1735 15th St., NE	Municipal	X			
Farragut St. Maintenance Facility (DDOT)	414 Farragut St., NE	Municipal	X			
SWAMA	1241 W St., NE	Municipal	X			
New York Avenue Shelter	1355 - 1357 New York Ave, NE	Municipal	X			
DPW	1431 Okie St., NE	Municipal	X			
Model Cities Senior Wellness Center	1901 Evarts St, NE	Municipal	X			
Pleasant Hill	2501 18th St., NE	Municipal	X			
Adam's Place	2210 Adam's Place, NE	Municipal	X			
Logistics and FMO	3170/3180 V. St. N.E.	Municipal	X			
DDOT - Admin. Trailer	1338 G St. SE	Municipal	X			
DDOT - TSA Services - 2 Story Bldg.	1338 G St. SE	Municipal	X			

Facility	Address	Location	Fire Extinguisher	Kitchen Suppression	Sprinkler	Fire Pump
DDOT - TSA Sign - Fabrication Shop	1338 G St. SE	Municipal	X			
DC General Core Bldg	1900 Mass Ave., SE	Municipal	X			
801 East (St. Elisabeth Campus)	2700 MLK Jr. St., SE	Municipal	X			
Oak Hill	3201 Oak Hill MD	Municipal	X			
One Judiciary Square	441 4th St., NW	Municipal	X			
DC DPW - TRL Office SWD	4900 Bates Road, NE	Municipal	X			
DC DPW - Transfer Station	4902 Bates Road, NE	Municipal	X			
Langston- Slater	45 P Street, N.W.	Municipal	X			
Washington Humane Society	1201 New York Avenue, N.E.	Municipal	X			
OSSE - New York Avenue Terminal	1345 New York Ave, NE	Municipal	X			
Slowe Facility Suppression	1401 Jackson Street, N.E.	Municipal	X			
DCPS Textbook/DCPS Logistics	2000 Adams Place, NE	Municipal	X			
OSSE - 5th Street Terminal	2115 5th Street, NE	Municipal	X			
DGS/DCPS Warehouse	2200 Adams Place, NE	Municipal	X			
OSSE - Adams Place Terminal	2200 Adams Place, NE	Municipal	X			
DC DPW - Solid Waste Transfer Station	3200 Benning Road., NE	Municipal	X			
DC Property Disposal	2100 Adams Place, NE	Municipal	X			
Eastern Market	225 7th Street, S.E.	Municipal	X			
DC DOH - SW Health Center, Unity HealthCare	850 Delaware Ave., SW	Municipal	X			
Merritt	5002 Hayes Street, NE	Municipal	X			

Facility	Address	Location	Fire Extinguisher	Kitchen Suppression	Sprinkler	Fire Pump
OSSE - Southwest Terminal	DC Village Lane 2 SW, Bldg.	Municipal	X			
PSCC - OUC	310 & 320 McMillan Dr. NW	Municipal	X			
Annex 8 - DDOT	280 McMillan Dr.,NW	Municipal	X			
Annex 9 - DDOT	350 McMillan Dr., NW	Municipal	X			
DPR, DGS	1250 U Street, NW	Municipal	X			
Wilson - EOM, Council, OAG, CFO, OBP, DGS, OCTO, Shadow Senators	1350 Pennsylvania Avenue, NW	Municipal	X			
MRDDA, DDS	1125 15th Street, NW	Municipal	X			
Office of the People's Counsel	1133 15th Street, NW	Municipal	X			
Public Service Commission - PSC	1333 H Street, NW	Municipal	X			
OIG	717 14th Street, NW	Municipal	X			
OAG, OCTO	1100 15th Street, NW	Municipal	X			
Intelsat Bldg.	3007 Tilden St., NW	Municipal	X			
DOH	6323 Georgia Avenue, NW	Municipal	X			
DPW-SWEEP	2850 New York Avenue, NE	Municipal	X			
DMH, DOH, DHS	64 New York Avenue, NE	Municipal	X			
DHS/IMA	1207 Taylor Street, NW	Municipal	X			
DMV	1205, 07 Brentwood Road, NE	Municipal	X			
DOH	3330 V Street, NE	Municipal	X			
CFSA, OCTO, DC CAH, & MPTD	200 I Street, SE	Municipal	X			

Facility	Address	Location	Fire Extinguisher	Kitchen Suppression	Sprinkler	Fire Pump
OCFO, OTR, DCRA, DDOT, OP, Fire Prevention	1100 4th Street, SW	Municipal	X			
OCFO	1101 4th Street, SW	Municipal	X			
DCPS, DDOE	1200 1st Street, NE	Municipal	X			
DYRS	450 H Street, NW	Municipal	X			
DDOT, DOH/HEPRA	55 M Street, SE	Municipal	X			
Day Care Center	625 H Street, NE	Municipal	X			
DISB, OSSE	810 First Street, NE	Municipal	X			
Union Square - DOH & DHCF	899 North Capitol Street, NE	Municipal	X			
APRA/DOH	1300 First Street, NE	Municipal	X			
DHS, DOH-Storage	33 N Street, NE	Municipal	X			
DHS	645 H Street, NE	Municipal	X			
DOES, OSSE-Early Stages	4058 Minnesota Ave, NE	Municipal	X			
DHS	3851 Alabama Avenue, SE	Municipal	X			
OCTO	3919 Benning Road, NE	Municipal	X			
Hunt Place Clinic/Unity Health Clinic	4130 Hunt Place, NE	Municipal	X			
UCC - OUC & HSEMA	2720 MLK, Jr., Avenue, SE	Municipal	X			
DCHD	1800 MLK Jr Avenue, SE	Municipal	X			
Taxi Cab Commission	2041 MLK, Jr. Avenue, SE	Municipal	X			
Cngrss Hghts&Unity Hlth Ctrs-DOES,DHS	3720 MLK Jr. Avenue, SE	Municipal	X			
DHS/IMA	4001-4005 South Capitol Street, SW	Municipal	X			

Facility	Address	Location	Fire Extinguisher	Kitchen Suppression	Sprinkler	Fire Pump
DCLB, DYRS	2101 MLK Jr. Avenue., SE	Municipal	X			
DDOT, DOES	2311 MLK Jr., SE	Municipal	X			
DHS/IMA & DDOE	2100-2110 MLK Jr. Avenue, SE	Municipal	X			
Recorder of Deeds (CLOSED future Renovation Possible)	515 D Street, NW	Municipal	X			
Residential	DC Village Lane, SW; Bldg.. #2 (1-B)	Municipal	X			
DC Village Warehouse	Blue Plains Dr., SW #4	Municipal	X			
DOH Pharmacy	DC Village Lane, SE, Bldg. #4	Municipal	X			
DOH Lab	DC Village Lane, SE, Bldg. #7	Municipal	X			
DC DPW - Landscaping Div. Storage Shed	200 Bryant St., NW	Municipal	X			
DC DPW	1827 W. Virginia Ave., NW	Municipal	X			
DC DPW	1833 W. Virginia Ave, NW	Municipal	X			
DC General -Bldg. #9	1900 Mass Ave., SE	Municipal	X			
DC General - Bldg. #6	1900 Mass Ave., SE	Municipal	X			
DGS/FD Bldg. #7	1900 Mass Ave., SE	Municipal	X			
RFK Stadium	2400 E. Capitol Street, SE	Municipal	X			
DC DMV - Main Administrative Office	95 M Street, SW	Municipal	X			
DC General Bldg. #8	1900 Mass Ave., SE	Municipal	X			
DC General Bldg. #13	1900 Mass Ave., SE	Municipal	X			
DC General - Bldg. #14	1900 Mass Ave., SE	Municipal	X			
DC General - Bldg. #15	1900 Mass Ave., SE	Municipal	X			

Facility	Address	Location	Fire Extinguisher	Kitchen Suppression	Sprinkler	Fire Pump
DC DOC - DC Jail	1901 D Street, SE	Municipal	X			
DC Armory	2001 East Capitol St., SE	Municipal	X			
DC DPW - Admin. Offices	2750 South Capitol Street, SE	Municipal	X			
DC DMV - Test Site	2390 South Capitol St., SE	Municipal	X			
DC DPW - Vehicle Lot	2860 South Capitol St., SE	Municipal	X			
DPW Nuisance & Abatement	2700 South Capital St., SE	Municipal	X			
DPW Fuel Site	1835 West Virginia Ave, NE	Municipal	X			
DC General - #12	1900 Mass Ave., SE	Municipal	X			

**SECTION C
ECONOMIC INCLUSION**

C.1 PREFERENCE FOR SMALL, LOCAL AND DISADVANTAGED BUSINESS ENTERPRISES:

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 et seq., as amended (“Act”, as used in this section), the District shall apply preferences in evaluating bids from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

C.1.1 Application of Preferences:

Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Bidders that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, or being a local business enterprise with its principal office located in an enterprise zone. (A copy of the certification acknowledgment letter must be submitted with the Bidder’s Bid.) A percentage reduction in price shall be granted to prime Contractors as follows:

- (a) Three (3) percent reduction for a small business enterprise (SBE);
- (b) Five (5) percent for a resident-owned business (RBO);
- (c) Ten (10) percent for a longtime resident business (LRB);
- (d) Two (2) percent for a local business enterprise (LBE);
- (e) Two (2) percent for a local business enterprise with its principal office located in an enterprise zone (DZE);
- (f) Two (2) percent for a disadvantaged business enterprise (DBE);
- (g) Two (2) percent for veteran-owned business (VOB);
- (h) Two (2) percent for local manufacturing business enterprise (LMBE)

C.1.2 Maximum Preference Points Awarded:

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise (CBE) is entitled under the Act is twelve per cent (12%) for bids submitted in response to this IFB. There will be no preference awarded for subcontracting by the prime Contractor with CBEs.

C.1.3 Preferences for Certified Joint Ventures:

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a (h).

C.1.4 Verification of Bidder’s Certification as a Certified Business Enterprise:

- (a) Any Bidder seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any additional documentation regarding its certification as a certified business enterprise.
- (b) Any vendor seeking certification in order to receive preferences under this solicitation should contact the:
- (c) Department of Small and Local Business Development

ATTN:

CBE Certification Program
441 Fourth Street, NW, Suite 850N
Washington DC 20001

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

C.2 LSDBE UTILIZATION:

C.2.1 Mandatory Subcontracting Requirement:

C.2.1.1 The subcontracting requirement may be satisfied by subcontracting 50% of the dollar volume to any Certified Business Enterprises (CBEs) provided however, that the costs of materials, goods, and supplies shall not be counted towards the subcontracting requirement unless such materials, goods, and supplies are purchased from certified small business enterprises.

C.2.1.2 A prime Contractor which is certified as a Small Business Enterprise shall not be required to comply with the provisions of section C.2.1.1. Bidders shall submit the Subcontracting Plan Form included as Attachment E.

C.2.1.3 Neither the Contractor or a Sub-Contractor may remove a Sub-Contractor or tier-Sub-Contractor if such Sub-Contractor or tier-Sub-Contractor is certified as a Local, Small or Disadvantaged Business Enterprise (LSDBE) unless the Department approves of such removal. The Department may condition its approval upon the Contractor developing a plan that is, in the Department's sole and absolute judgment, adequate to maintain the level of LSDBE participation required under this Contract.

C.2.1.4 A list of Certified Business Enterprises can be found on the District of Columbia, Department of Small and Local Business Development website at <http://dslbd.dc.gov/> DC/DSLBD, click on

“Doing Business in the District”, click on “Find CBE Certified Contractors.”

C.3 RESIDENCY HIRING REQUIREMENTS FOR CONTRACTORS & SUB-CONTRACTORS:

- C.3.1** At least fifty-one percent (51%) of the Bidder’s team and every sub-consultant’s employees hired after the Bidder enters into a contract with the Department, or after such sub-consultant enters into a contract with the Bidder, to provide the required goods or services, shall be residents of the District of Columbia.
- C.3.2** Upon execution of the contract, the Bidder and all of its member firms, if any, and each of its sub-Contractors and sub-consultants shall submit to the Department a list of current employees that will be assigned to work under the contract, the date that they were hired and whether or not they live in the District of Columbia.
- C.3.3** The Bidder shall comply with subchapter X of Chapter II of Title 2, and all successor acts thereto, including by not limited to the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011, and the rules and regulations promulgated thereunder. The Bidder and all member firms, sub-Contractors, tier sub-Contractors, sub-consultants, and suppliers with contracts in the amount of \$300,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement Attachment G with the D.C. Department of Employment Services (“DOES”) upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work; (iii) make best efforts to hire at least 51% District residents for all new jobs created under the contract; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10th of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in a program approved by the D.C. Apprenticeship Council; and (vii) trade Contractors and sub-Contractors with contracts in the amount of \$500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.

SECTION D COMPLIANCE REQUIREMENTS

D.1 CONFORMANCE WITH LAWS:

It shall be the responsibility of the Contractor to perform the Agreement in conformance with the Department's Procurement Regulations (27 DCMR § 4700 et seq.) and all statutes, laws, codes, ordinances, regulations, rules, requirements and orders of governmental bodies, including, without limitation, the U.S. Government and the District of Columbia government; and it is the sole responsibility of the Contractor to determine the Department's procurement regulations, statutes, laws, codes, ordinances, regulations, rules, requirements and orders that apply and their effect on the Contractor's obligations thereunder.

D.2 LICENSING, ACCREDITATION AND REGISTRATION:

The Contractor and all of its Sub-Contractors shall comply with all applicable District of Columbia, state and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract.

D.3 STANDARD CONTRACT PROVISIONS:

The Standard Contract Provisions for Use with Supplies and Services Contracts (2007) are applicable to this contract and are incorporated by this reference.

D.4 LIVING WAGE ACT:

The Living Wage Act is applicable to this Contract. As such, the Contractor and its Sub-Contractors shall comply with the wage and reporting requirements imposed by that Act (**Attachment E**).

D.5 SERVICE CONTRACT ACT:

The Service Contract Act is applicable to the resulting contract. As such, the Contractor and its sub-Contractors shall comply with the wage and reporting requirements imposed by this Act. Applicable wage determination rates are attached hereto as **Attachment G**.

SECTION E
EVALUATION AND AWARD CRITERIA

E.1 CONTRACT AWARD:

E.1.1 This procurement is being conducted in accordance with the provisions of §4720 of the Department's Procurement Regulations (27 DCMR, Chapter 47).

E.1.2 The District reserves the right to accept/reject bids resulting from this solicitation. The Chief Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

E.1.3 The District will make awards to the lowest responsive and responsible Bidders for each category of work as follows:

- (a) Category 1 – Group A – Fire Extinguishers
- (b) Category 1 – Group B – Fire Extinguishers
- (c) Category 2 – Group A – Sprinkler System, Kitchen Fire Suppression and Fire Pumps
- (d) Category 2 – Group B– Sprinkler System, Kitchen Fire Suppression and Fire Pumps

SECTION F
BID ORGANIZATION AND SUBMISSION

This section outlines specific information necessary for the proper organization and manner in which Bidder's bid submissions shall be proffered. References are made to other sections in this IFB for further explanation.

F.1 BID IDENTIFICATION:

Bids shall be proffered in an original and three (3) hard copies placed in a sealed envelope conspicuously marked: Solicitation Number: DCAM-16-NC-0007 - Fire Extinguisher, Sprinkler System, Kitchen Fire Suppression and Fire Pump Inspection, Maintenance and Repair Services.

F.2 DELIVERY OR MAILING OF BIDS:

Submissions shall be delivered or mailed to:

Department of General Services
Attn: Kimberly Gray
2000 14th Street, NW 8th Floor
Washington, D.C. 20009
Phone: (202) 727-2800

F.3 DATE AND TIME FOR RECEIVING BIDS:

Submissions shall be received no later than 2:00PM local time on October 8, 2015. The Bidder assumes the sole responsibility for timely delivery of its submission, regardless of the method of delivery.

F.4 BID OPENING:

A public Bid Opening will be held at 2:15PM on October 8, 2015 at the 2nd Floor Community Reeves Center

F.5 ATTACHMENTS

The Bidder shall complete and include the following attachments in their bid:

- a. Bid Form (Attachment A)
- b. Disclosure Statement (Attachment B)
- c. Tax Affidavit (Attachment C)
- d. Subcontracting Plan Form (Attachment D);
- e. 2014 Living Wage Act Notice and Fact Sheet (Attachment E)
- f. First Source Employment (Attachment F)
- g. Service Contract Act Wage Determinations (Attachment G)

**SECTION G
BIDDING PROCEDURES & PROTESTS**

G.1 CONTACT PERSON:

The contact person for this IFB is:

Keith Giles
Department of General Services
Contracts and Procurement Division
2000 14th Street, NW
8th Floor
Washington, DC 20009
Phone: 202-671-2445
Email: keith.giles@dc.gov

G.2 RESERVED

G.3 EXPLANATIONS TO PROSPECTIVE BIDDERS:

Each Bidder shall carefully examine this IFB and any and all amendments, addenda, or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a bid. Should a Bidder find discrepancies or ambiguities in, or omissions from, the IFB and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the IFB, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to a Bidder concerning the solicitation will be furnished promptly to all other Bidders as an amendment or addendum to this IFB if in the sole discretion of the Department that information is necessary in proffering bids or if the lack of it would be prejudicial to any other prospective Bidders. Oral explanations or instructions given before the award of the contract will not be binding.

Requests shall be directed to Keith Giles at the email address listed in Section G.1 no later than September 29, 2015. The person making the request shall be responsible for prompt delivery.

G.4 PROTESTS:

Protests shall be governed by Section 4734 of the Department's Procurement Regulations (27 DCMR). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of bids. If an alleged defect does not exist in this initial IFB, but was incorporated into the IFB by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering bids. In all other cases, a protester shall file the protest

within seven (7) days after the protester knows or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Department's Chief Contracting Officer ("CCO") and must be filed in duplicate.

Protests shall be served on the Department by obtaining written and dated acknowledgment of receipt from the Department's CCO. Protests received by the Department after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

This section is intended to summarize the bid protest procedures and is for the convenience of the Bidders only. To the extent any provision of this section is inconsistent with the Procurement Regulations, the more stringent provisions shall prevail.

G.5 RETENTION OF SUBMISSIONS:

All submissions will be retained by the Department and therefore will not be returned to the Bidders. With the exception of proprietary financial information, the submissions will become the property of the Department, and the Department has the right to distribute or use such information as it determines.

G.6 EXAMINATION OF BIDS:

Bidders are expected to examine the requirements of all instructions (including all amendments, addenda, attachments and exhibits) in this IFB. Failure to do so shall be at the sole risk of the Bidder, and may result in disqualification.

G.7 LATE BIDS AND MODIFICATIONS:

- a) Any bid received by the Department after the exact time specified for receipt shall not be considered.
- b) The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.
- c) Notwithstanding any other provisions of this Invitation for Bids to the contrary, a late modification of an otherwise successful bid which makes its terms more favorable to the DGS may be considered at any time it is received and may be accepted.
- d) Bids shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of bids.

G.8 NO COMPENSATION FOR PREPARATION OF BIDS:

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any bids submitted in response to this IFB, or prepared in connection therewith, including, but without limitation, any bids, statements, reports, data, information, materials or other documents or items.

G.9 REJECTION OF BIDS:

The Department reserves the right, in its sole discretion:

- (a) To cancel this solicitation or reject all bids;
- (b) To reject bids that fail to prove the Bidder's responsibility;
- (c) To reject bids that contain conditions and/or contingencies that in the Department's sole judgment, make the bid indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award;
- (d) To waive minor irregularities in any bid provided such waiver does not result in an unfair advantage to any Bidder;
- (e) To take any other action within the applicable Procurement Regulations or law;
- (f) To reject the bid of any Bidder that has submitted a false or misleading statement, affidavit or certification in connection with such bid or this Request for Bids.
- (g) To reject as non-responsive any bid that fails to include a subcontracting plan that is required by law.

G.10 LIMITATION OF AUTHORITY:

Only a person with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this IFB is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

SECTION H INSURANCE REQUIREMENTS

H.1 REQUIRED INSURANCE:

The Contractor shall maintain the following types of insurance throughout the life of the contract.

H.1.1 Commercial general public liability insurance (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than One Million Dollars (\$1,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and One Million Dollars (\$1,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage. The Contractor will be required to maintain this coverage in force for a period of at least two years after substantial completion.

H.1.2 Workers’ compensation and Employers Liability coverage providing statutory benefits for all persons employed by the Contractor, or its Contractors and Sub-Contractors at or in connection with the Work.

H.1.3 Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.

H.1.4 Excess umbrella liability coverage (on at least a follow form basis) and when combined with the general liability policy has an aggregate limit of at least Two Million Dollars (\$2,000,000).

H.2 ADDITIONAL INSURED:

Each insurance policy shall be issued in the name of the Contractor and shall name as additional insured parties the Department and the District of Columbia, and shall not be cancelable or reduced without thirty (30) days prior written notice to the Department.

H.3 WAIVER OF SUBROGATION:

All such insurance shall contain a waiver of subrogation against the Department and the District of Columbia, and their respective agents.

H.4 STRENGTH OF INSURER:

All insurance shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best’s rating of not less than A- (Excellent) and a surplus size of not less than XV. All such insurers shall be licensed/approved to do business in the District of Columbia.

**SECTION I
DEPARTMENT'S RESPONSIBILITIES**

I.1 INFORMATION & SERVICES:

I.1.1 The Department will provide full information in a timely manner regarding the requirements of the Project, including a program which sets forth the Department's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

I.2 DEPARTMENT'S DESIGNATED REPRESENTATIVES:

I.2.1 Chief Contracting Officer (CCO). In accordance with 27 DCMR, Chapter 47, Section 4704 contracts may be entered into and signed on behalf of the District Government only by CCO. The address and telephone number of the CCO is:

Christopher Weaver
Acting Director/Chief Contracting Officer
Department of General Services
2000 14th Street, N.W. – 8th Floor
Washington, D.C. 20009

I.2.1.1 Authorized Changes by the Contracting Officer (CO) and the CCO:

I.2.1.1 The CCO and the CO are the only persons authorized to approve changes to any of the requirements of the Contract. The CO is authorized to approve changes valued up to \$100,000.00.

I.2.1.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in writing and signed by the CCO.

I.2.1.3 In the event the Contractor effects any change at the instruction or request of any person other than the CCO, the change will be considered to have been made without authority and no adjustment will be made in the Contract price to cover any cost increase incurred as a result thereof.

I.2.2 Contracting Officer's Technical Representative (COTR):

I.2.2.1 The Contracting Officer's Technical Representative (COTR) is responsible for general administration of the Contract and advising the CCO as to the Contractor's compliance or noncompliance with the Contract. The COTR has the responsibility for the day-to-day monitoring and supervision of the Contract, of ensuring the Work conforms to the requirements of the Contract and such other responsibilities and authorities as may be specified in writing by the CCO and/or in the Contract. These include:

- I.2.2.1.1** Keeping the CCO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CCO of any potential problem areas under the Contract;
- I.2.2.1.2** Coordinating site entry for Contractor personnel, if applicable;
- I.2.2.1.3** Reviewing invoices for completed work and recommending approval by the CCO if the Contractor's prices and costs are consistent with the Contract and progress is satisfactory and commensurate with the rate of expenditure;
- I.2.2.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions and the Contract; and
- I.2.2.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- I.2.2.1.6** The address and telephone number of the COTR is:

Ronald Campbell
 Contracting Officer's Technical Representative (COTR)
 DC Department of General Services
 Contract Services Unit
 Facility Operations & Maintenance
 2000 14th Street, NW, 5th Floor
 Washington, DC 20009
 202-645-9274- Office
 202-359-0765 - Cell
 Email: ronald.campbell@dc.gov

I.2.2.2 Contracting Officer's Technical Representative COTR):

Shall NOT Have the Authority to:

- I.2.2.2.1** Award, agree to, or sign any Contract document, change order, change directive, delivery order or task order. Only the CCO shall make contractual agreements, commitments or modifications;
- I.2.2.2.2** Grant deviations from or waive any of the terms and conditions of the Contract;
- I.2.2.2.3** Increase the dollar limit of the Contract or authorize work beyond the scope and dollar limit of the Contract,

- I.2.2.2.4** Authorize the expenditure of funds by the Contractor;
- I.2.2.2.5** Change the period of performance; or
- I.2.2.2.6** Authorize the use of District property, except as specified under the Contract.
- I.2.2.2.7** The Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the CCO, and may be denied compensation or other relief for any additional work performed that is not authorized by the CCO in writing. In addition, Contractor may also be required at no additional cost to the District, to take all corrective action necessitated by reason of any unauthorized changes.

**SECTION J
MISCELLANEOUS PROVISIONS**

J.1 EXTENT OF CONTRACT:

The Contract, which includes this Agreement and the exhibits attached hereto, and other documents incorporated herein by reference, represents the entire and integrated agreement between the Department and Contractor and supersedes all prior negotiations representations or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the Department and Contractor. If anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

J.2 GOVERNING LAW:

The Contract shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to its conflict of laws principles.

J.3 ASSIGNMENT:

The Department and Contractor respectively bind themselves, their partners, members, joint ventures, constituent entities, successors, assigns and legal representative to the other party hereto and to partners, members, joint ventures, constituent entities, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

J.4 RETENTION OF RECORDS AND INSPECTIONS AND AUDITS:

J.4.1 The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under the Contract in accordance with generally accepted professional practice and appropriate accounting procedures and practices consistently applied in effect on the date of execution of the Contract.

J.4.2 The Contractor shall also maintain the financial information and data used in the preparation and support of the costing and cost summary submitted to the Department and the required cost submissions in effect on the date of execution of the Department.

J.4.3 The Department, the District of Columbia government, the District of Columbia Financial Responsibility and Management Assistance Office, the Comptroller General of the United States, the U.S. Department of Labor and any of their authorized representatives shall have access to the books, records, documents

and other evidence held, owned or maintained by the Contractor for the purpose of inspection, audit and copying during normal business hours and upon advance written notice to the Contractor. The Contractor shall provide proper facilities for such access and inspection.

- J.4.4** The Contractor agrees to include the wording of this Section in all its subcontracts in excess of five thousand dollars (\$5,000) that directly relate to Project performance.
- J.4.5** Audits conducted pursuant to this Section will be in accordance with generally acceptable auditing principles and established procedures and guidelines of the applicable reviewing or audit agency.
- J.5.6** The Contractor agrees to the disclosure of all information and reports, resulting from access to records, to any authorized representative of the Department. Where the audit concerns the Contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- J.4.7** The Contractor shall preserve all records described herein from the effective date of the Contract completion and for a period of seven (7) years after a final settlement. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until seven (7) years after the date of resolution of such dispute, appeal, litigation, claim or exception.

J.5 INSPECTION FOR SUPPLIES AND SERVICES:

- J.5.1** To the extent applicable or appropriate, the Department may, in its sole discretion, enter the place of business of the Contractor or the place of business of any Sub-Contractor in order to inspect or test supplies or services for acceptance by the Department. If inspections and tests are performed at the place of business of the Contractor or any Sub-Contractor, the inspections and tests shall be performed in a manner so as to not unduly delay the Work. Inspections and tests by the Department shall not relieve the Contractor or any Sub-Contractor of responsibility for defects or other failures to meet Contract requirements, and shall not constitute or imply acceptance.
- J.5.2** Notwithstanding the Department's acceptance of or payment for any product or service delivered by Contractor, the Contractor shall remain liable for latent defects, fraud, gross mistakes amounting to fraud and the Department's rights under any warranty or guarantee.
- J.5.3** The Department shall have the right to enter the place of business of the Contractor or the place of business of any Sub-Contractor in order to investigate

any Contractor or offeror with respect to a debarment or suspension of the Contractor or any such Sub-Contractor.

J.6 LAWS AND REGULATIONS INCORPORATED BY REFERENCE:

All federal and District of Columbia laws and regulations, and all Department procedures now or hereafter in effect, whether or not expressly provided for or referred to in the Contract, are incorporated by reference herein and shall be binding upon the Contractor and the Department. It shall be the responsibility of the Contractor to perform the Contract in conformance with the Department's procurement regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, and orders of governmental bodies, including, without limitation, the U.S. Government and the District of Columbia government; and it is the sole responsibility of the Contractor to determine the procurement regulations, statutes, laws, codes, ordinances, regulations, rules, requirements, and orders that apply and their effect on the Contractor's obligations thereunder. However, if the application of a future law or regulation requires the Contractor to undertake additional work that is materially different in scope than that presently contemplated or required, the Contractor shall be entitled to an equitable adjustment for such additional work.

J.7 TAX EXEMPTION PROVISION:

Any tax exemptions applicable to the District of Columbia, including the gross receipts sales tax exemption for the sale of tangible personal property to the District, codified in D.C. Code § 47-2005, shall apply to the performance of the Contract.

J.8 ANTI-COMPETITIVE PRACTICES AND ANTI-KICKBACK PROVISIONS:

J.8.1 The Contractor recognizes the need for markets to operate competitively and shall observe and shall comply with all applicable law, rules, and regulations prohibiting anti-competitive practices. The Contractor shall not engage, directly or indirectly, in collusion or other anti-competitive practices that reduces or eliminates competition or restrains trade. The Department shall report to the appropriate authority any activity that evidences a violation of the antitrust laws, and take such other further action to which it is entitled or obligated under the law.

J.8.2 The Contractor shall observe and comply with all applicable law, rules, and regulations prohibiting kickbacks and, without limiting the foregoing, Contractor shall not (i) provide or attempt to provide or offer to provide any kickback; (ii) solicit, accept, or attempt to accept any kickback; or (iii) include, directly or indirectly, the amount of any kickback in the contract price charged by Contractor or a Sub-Contractor of the Contractor to the Department. The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this subparagraph in its own operations and direct business relationships. The Department may take any

recourse available to it under the law for violations of this anti-kickback provision.

J.8.3 The Contractor represents and warrants that it did not, directly or indirectly, engage in any collusive or other anti-competitive behavior in connection with the bid, negotiation or award of the Contract.

J.9 RESPONSIBILITY FOR AGENTS AND CONTRACTORS:

At all times and during both the Preconstruction and Construction Phases, the Contractor shall be responsible to the Department for any and all acts and omissions of the Contractor's agents, employees, Sub-Contractors, Sub-Sub-Contractors, material suppliers, and laborers, and the agents and employees of the Sub-Contractors, Sub-Sub-Contractors, material suppliers, and laborers performing or supplying Work in connection with the Project.

J.10 ETHICAL STANDARDS FOR DEPARTMENT'S EMPLOYEES AND FORMER EMPLOYEES:

The Department expects the Contractor to observe the highest ethical standards and to comply with all applicable law, rules, and regulations governing ethical conduct or conflicts of interest. Neither the Contractor, nor any person associated with the Contractor, shall provide (or seek reimbursement for) any gift, gratuity, favor, entertainment, loan or other thing of value to any employee of the District or the Department not in conformity with applicable law, rules or regulations. The Contractor shall not engage the services of any person or persons in the employment of the Department or the District for any Work required, contemplated or performed under the Contract. The Contractor may not assign to any former Department or District employee or agent who has joined the Contractor's firm any matter on which the former employee, while in the employ of the Department, had material or substantial involvement in the matter. The Contractor may request a waiver to permit the assignment of such matters to former Department personnel on a case-by-case basis. The Contractor shall include in every subcontract a provision substantially similar to this section so that such provisions shall be binding upon each Sub-Contractor or vendor.

J.11 GRATUITIES AND OFFICERS NOT TO BENEFIT PROVISIONS:

J.11.1 If it is found, after notice and hearing, by the Department that gratuities (in the form of entertainment, gifts, payment, offers of employment or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any official, employee or agent of the Department or the District with a view toward securing the Contract or any other contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of the Contract, the Department may, by written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract and may pursue such other rights and remedies provided by law and under the Contract.

J.11.2 In the event the Contract is terminated as provided in J.12.1, the Department shall be entitled:

J.11.2.1 To pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor; and

J.11.2.2 As a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Department) which shall be not less than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.

J.12 No member of, nor delegate to Congress, Mayor or City Council Member, nor officer nor employee of the District, nor officer nor employee of the Department shall be admitted to any share or part of the Contract or to any benefit that may arise therefrom, and all agreements entered into by the authorized representative of the Department in which he or any officer or employee of the Department shall be personally interested as well as all agreements made by the Department in which the Mayor or City Council Member or officer or employee of the District shall be personally interested shall be void and no payments shall be made on any such contracts by the Department or by any officer thereof; but this provision shall not be construed or extend to the agreement if the share of or benefit to the member of, or delegate to Congress, Mayor or City Council Member, or officer or employee of the District is de minimus.

J.13 COVENANT AGAINST CONTINGENT FEES PROVISIONS:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a Commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Department shall have the right to terminate the Contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of the Department, percentage, brokerage of contingent fee.

J.14 NON-DISCRIMINATION IN EMPLOYMENT PROVISIONS:

J.14.1 The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap. The affirmative action shall include, but not be limited to, the following:

J.14.1.1 Employment, upgrading, or transfer;

J.14.1.2 Recruitment or recruitment advertising;

J.14.1.3 Demotion, layoff, or termination;

J.14.1.4 Rates of pay, or other forms of compensation; and

J.14.1.5 Selection for training and apprenticeship.

J.14.2 Unless otherwise permitted by law and directed by the Department, the Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this Section concerning non-discrimination and affirmative action.

J.14.3 The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in this Section.

J.14.4 The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, a notice to be provided by the Department, advising each labor union or workers' representative of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

J.14.5 The Contractor agrees to permit access by the Department to all books, records and accounts pertaining to its employment practices for purposes of investigation to ascertain compliance with this Section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

J.14.6 The Contractor shall include in every subcontract the equal opportunity clauses of this Section so that such provisions shall be binding upon each Sub-Contractor or vendor.

J.14.7 The Contractor shall take such action with respect to any Sub-Contractor as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for non-compliance.

J.15 BUY AMERICAN ACT PROVISION:

The Contractor shall comply with the provisions of the Buy American Act (41 U.S.C. § 10a), including, but not limited to, the purchase of steel.

J.16 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT PROVISION:

The Contractor agrees that the construction work performed under this Contract shall be subject to the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333).

J.17 TERMINATION OR SUSPENSION:

J.17.1 Cancellation before Notice to Proceed:

The Department may cancel the Contract at any time before issuance of a Notice to Proceed, in the Department's sole discretion. Such a cancellation shall not be a breach of the Contract, and the Contractor shall not be entitled to any compensation or damages if cancellation occurs.

J.17.2 Termination for Default:

The Department may terminate the Contract for default if the Contractor fails materially to perform any of its duties or obligations under the Contract. In particular, but without limitation, the Department may terminate the Contract if:

J.17.2.1 the Contractor fails to prosecute the Work diligently, in accordance with the Project Schedule or to make such progress in the Work as the Department reasonably believes is necessary to complete the Project within the time required by the Contract; or

J.17.2.2 the Contractor fails to perform the Work in a good and workmanlike manner or to correct defects in the Work promptly upon notice by the Department; or

J.17.2.3 the Department reasonably determines that the Contractor has abandoned the Work, or has failed to pay laborers, mechanics, technicians, Sub-Contractors or suppliers when payment is due; or

J.17.2.4 becomes insolvent, makes an assignment for the benefit of creditors, files a voluntary petition under any chapter of the Bankruptcy Code or has an involuntary petition filed against it under any chapter of the Bankruptcy Code, or has a receiver appointed, or files for dissolution or otherwise is dissolved; or Changes.

J.17.2.5 the Contractor fails to pay its debts in a timely manner or becomes insolvent, or the Department reasonably determines that the Contractor does not have the financial ability to carry out its obligations under the Contract and the Contractor fails to give the Department prompt and reasonable assurances of its ability to perform.

J.17.2.6 the Department must provide the Contractor with written notice of its intent to terminate the Contract under this provision seven (7) days before actually putting the termination into effect. If the Contractor has

begun its curative action and has made progress satisfactory to the Department within the seven days, the Department may so notify the Contractor and the termination will not take effect. Otherwise, the termination shall take effect after seven days without further notice or opportunity to cure.

J.17.2.7 If the Department terminates the Contract for default, the Department will have the right to take over the Work, to accept assignment of some or all Subcontracts or agreements with material suppliers, to take possession of the Project, to take and use all tools, equipment and supplies then being used in connection with the Work, and to finish the Project by whatever method it deems expedient, including accepting assignment of all outstanding Subcontracts and Supply Agreements.

J.17.3 Termination for Convenience:

J.17.3.1 The Department may, upon seven (7) days written notice to the Contractor, terminate the Contract in whole or specified part, for its convenience, whether the Contractor is in breach of Contract or not. The notice of termination shall state the effective date of termination, the extent of the termination, and any specific instructions.

J.17.3.2 After receiving notice of termination for convenience, the Contractor shall (1) stop work on the terminated portion of the Project as of the effective date of the termination and stop placing subcontracts or supply agreements thereunder; (2) consult with the Department regarding the disposition of existing orders and subcontracts, and use its best efforts to terminate them on terms favorable to the Department; (3) consult with the Department to decide what actions should be taken to protect work in place and equipment that has been delivered and not yet installed, and to render the site safe, and proceed to take such actions as may be agreed upon or, absent agreement, as may be reasonable; (4) take necessary or directed action to protect and preserve property in the Contractor's possession in which the Department has or may acquire an interest and, as directed by the termination notice or other order from the Department, deliver the property to the Department; and (5) promptly deliver to the Department all computer files it has prepared relating to the Project. The Contractor shall also promptly notify the Department, in writing, of any legal proceeding arising from any subcontract or supply agreement related to the terminated portion of the Project, and, in consultation with the Department, settle outstanding liabilities arising out of the terminated portion of the Project on the best terms reasonably possible.

J.17.3.3 The Contractor shall be entitled to receive only the following with respect to the terminated portion of the Project: (1) Cost of Work performed up to the date of termination; (2) reasonable costs of terminating outstanding subcontracts and supply agreements and other similar wind-up costs in a reasonable amount; (3) a fair and reasonable

portion of the overhead and profit attributable to the Work performed on the terminated portion of the Project, up to the time of termination. The Contractor shall not be entitled to recover overhead or profits on unperformed portions of the Work. Further, if it appears to the Department that the cost of completing Work would have exceeded the Lump Sum Price, the Department shall have the right to adjust the settlement figure downward in an appropriate amount. In no case shall the Contractor be entitled to receive an amount in settlement for termination for convenience that would exceed the percentage value of the Work actually performed in accordance with the Contract, multiplied by the Lump Sum Price, and reduced by any damages, liquidated or otherwise, the Contractor may owe the Department.

J.17.3.4 Payment of such amounts shall be the Contractor's sole remedy for termination for convenience.

J.17.3.5 The Contractor shall, promptly after termination, submit a proposal for settlement of the amounts due to it as a result of the termination for convenience. The proposal shall be consistent with the requirements of Subparagraphs 17.4.2 through 17.4.4, and shall be accompanied by such documentation of costs as the Department may reasonably require. Such documentation may include cost and price data in accordance with the Department's Regulations.

J.17.4 Effect of Wrongful Termination:

Any termination for cause which is later determined to have been improperly effected shall be deemed to have been a termination for convenience pursuant to Paragraph 17.4 and shall be governed by that Paragraph.

J.17.5 Continued Responsibility after Termination:

If the Contractor is terminated, either for default or otherwise, the Contractor shall remain responsible for defects or non-conformities in all Work performed to the date of the termination.

J.17.6 Suspension:

J.17.6.1 Suspension at the Convenience of the Department:

The Department may at any time, with or without cause, suspend, delay, reduce or interrupt performance of all or any portion of the Work for such period or periods as the Department elects by giving the Contractor written notice specifying which portion of the Work is to be suspended and the effective date of such suspension. Such suspension, delay or interruption shall continue until the Department terminates such suspension, delay or interruption by written notice to the Contractor. No such suspension, delay, interruption or reduction by the Department shall constitute a breach or default by the Department under the Contract

Documents. The Contractor shall continue to diligently perform any remaining Work that is not suspended, delayed, reduced or interrupted and shall take all actions necessary to maintain and safeguard all materials, equipment, supplies and Work in progress affected by the suspension, delay, reduction or interruption.

J.17.6.2 Payment upon Suspension for Convenience.

In the event of suspension, delay, reduction or interruption for convenience by the Department, the Department shall pay the Contractor and the Lump Sum Price shall be increased by such amounts (subject to the payment and related requirements of the Contract Documents) as follows:

J.17.6.2.1 Additional Costs of the Work, if any, which are incurred by the Contractor, its Sub-Contractors and Vendors as a result of continuing to maintain dedicated personnel, materials and equipment at the Site at the Department's request during any suspension, delay or interruption period, including for the purpose of safeguarding all material, equipment, supplies and the Work in progress caused solely by such suspension, delay or interruption ordered by the Department for convenience, but the Lump Sum Price shall be increased only if and to the extent such delay, suspension or interruption exceeds a period of thirty (30) consecutive days following commencement of the Work; and

J.17.6.2.2 Other reasonable and unavoidable Costs of the Work, if any, which are directly related to any subsequent re-mobilization of the suspended, delayed or interrupted the Work caused solely by such suspension, delay or interruption ordered by the Department for convenience, but the Lump Sum Price shall be increased only if and to the extent such delay, suspension or interruption exceeds a period of thirty (30) consecutive days following commencement of the Work.

J.17.6.2.3 Provided, however, that no adjustment shall be made to the extent that performance was otherwise subject to suspension, delay or interruption by another cause for which the Contractor is responsible. Furthermore, the Contractor shall not be entitled to an increase in overhead or profit for a suspension ordered by the Department.

J.18 FALSE CLAIMS ACT:

Contractor shall be governed by all laws and regulations prohibiting false or fraudulent statements and claims made to the government, including the prescriptions set forth in District of Columbia Code § 22-2514.

J.19 INTERPRETATION OF CONTRACT:

All of the documents comprising the Contract should be read as complementary, so that what is called for by one is called for by all. Ambiguities should be construed in favor of a broader scope of work for the Contractor, as the intent of the Contract is, with specific identified exceptions, to require the Contractor to assume entire responsibility for construction of the Project. If there is any inconsistency among the documents comprising the Contract, the order of precedence among them is as follows, with the first listed document having the highest priority: this Agreement and its Exhibits, the General Conditions, and the Construction Documents released by the Department. Any Change Order issued and executed by the Department shall supersede those portions of earlier dated contract documents to which it pertains.

J.20 INDEPENDENT CONTRACTOR:

In carrying out all its obligations under the Contract, the Contractor shall be acting as an independent Contractor, and not as an employee or agent of the Department, or joint venture or partner with the Department. The Contractor shall have exclusive authority to manage, direct, and control the Work, and shall be responsible for all construction means, methods, techniques, sequences, and procedures, as well as for Project safety.

J.21 CONFIDENTIAL INFORMATION:

In the course of the Contractor's performance of the Work, the Department may make available to the Contractor information that the Department designates as trade secrets or other confidential engineering, technical and business information. As long as, and to the extent that, such information remains confidential and available to others only with the consent of the Department, or is not generally available to the public from other sources, the Contractor shall maintain such information in strict confidence and shall not disclose any such information to others (including its employees or Sub-Contractors), except to the extent necessary to enable the Contractor to carry out the Project. The Contractor shall similarly obligate any and all persons to whom such information is necessarily disclosed to maintain the information in strict confidence. The Contractor agrees that, in the event of any breach of this confidentiality obligation, the Department shall be entitled to equitable relief, including injunctive relief or specific performance, in addition to all other rights or remedies otherwise available.

J.22 NO THIRD-PARTY BENEFICIARY RIGHTS:

Nothing in this Agreement shall be construed as creating third-party beneficiary rights in any person or entity, except as otherwise expressly provided in this Agreement.

J.23 MEDIA RELEASES:

Neither the Contractor, its employees, agents or Sub-Contractors or material suppliers shall make any press release or similar media release related to the Project unless such press release have been discussed with the Department prior to its issuance.

J.24 CONSTRUCTION:

This Agreement shall be construed fairly as to all parties and not in favor of or against any party, regardless of which party prepared the Agreement.

J.25 NOTICES:

All notices or communications required or permitted under the Contract shall be in writing and shall be hand delivered or sent by tele copier or by recognized overnight carrier to the intended recipient at the address stated below, or to such other address as the recipient may have designated in writing. Any such notice or communication shall be deemed delivered as follows: if hand delivered, on the day so delivered, if sent by telecopier, on confirmation of successful transmission, and if sent by recognized overnight carrier, the next business day.

If to the Department:

If to the Contractor:

Christopher Weaver
Acting Director/Chief Contracting Officer
Department of General Services
2000 14th St, NW
Washington, DC 20009

This Paragraph shall be read as imposing minimum requirements for distribution of required contractual notices, and not as displacing distribution requirements with respect to design documents, construction submittals, periodic reports, and other documents.

J.26 LIMITATIONS:

The Contractor agrees that any statute of limitations applicable to any claim or suit by the Department arising from this Contract or its breach shall not begin to run, or shall be deemed to be tolled, until Final Completion or, with respect to latent defects or nonconformities, such later time as the Department knew or should have known of the defect or nonconformity.

J.27 BINDING EFFECT; ASSIGNMENT:

The Contract shall inure to the benefit of, and be binding upon and enforceable by, the parties and their respective successors and permitted assigns. The Contractor acknowledges that, in entering into the Contract, the Department is relying on the

particular qualifications of the Contractor, and the Contractor therefore shall not delegate or assign any of its duties or obligations under the Contract, except in accordance with the Contract's provisions relating to subcontracting, or pursuant to the Department's prior written consent. The Contractor shall not assign its rights under the Contract, including the right to all or a portion of its compensation, without the Department's prior written consent. Any delegation or assignment made contrary to the provisions of this Paragraph shall be null and void.

J.28 SURVIVAL:

All agreements warranties, and representations of the Contractor contained in the Contract or in any certificate or document furnished pursuant to the Contract shall survive termination or expiration of the Contract.

J.29 NO WAIVER:

If the Department waives any power, right, or remedy arising from the Contract or any applicable law, the waiver shall not be deemed to be a waiver of the power, right, or remedy on the later recurrence of any similar events. No act, delay, or course of conduct by the Department shall be deemed to constitute the Department's waiver, which may be effected only by an express written waiver signed by the Department.

J.30 REMEDIES CUMULATIVE:

Unless specifically provided to the contrary in the Contract, all remedies set forth in the Contract are cumulative and not exclusive of any other remedy the Department may have, including, without limitation, at law or in equity. The Department's rights and remedies will be exercised at its sole discretion, and shall not be regarded as conferring any obligation on the Department's to exercise those rights or remedies for the benefit of the Contractor or any other person or entity.

J.31 HEADINGS/CAPTIONS:

The headings or captions used in this Agreement or its table of contents are for convenience only and shall not be deemed to constitute a part of the Contract, nor shall they be used in interpreting the Contract.

J.32 ENTIRE AGREEMENT; MODIFICATION:

The Contract supersedes all contemporaneous or prior negotiations, representations, course of dealing, or agreements, either written or oral. No modifications to the Contract shall be effective unless made in writing signed by both the Department and the Contractor, unless otherwise expressly provided to the contrary in the Contract.

J.33 SEVERABILITY:

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity,

illegality or unenforceability shall not affect any other provision of this Agreement, and in lieu of each such invalid, illegal or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable; each part of this Agreement is intended to be severable.

J.34 ANTI-DEFICIENCY ACT:

The Department's obligations and responsibilities under the terms of the Contract and the Contract Documents are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1350, 1351, (ii) the D.C. Code 47-105, (iii) the District of Columbia Anti-Deficiency Act, D.C. Code §§ 47-355.01 - 355.08, as the foregoing statutes may be amended from time to time, and (iv) Section 446 of the District of Columbia Home Rule Act. Neither the Contract nor any of the Contract Documents shall constitute an indebtedness of the Department, nor shall it constitute an obligation for which the Department is obligated to levy or pledge any form of taxation, or for which the Department has levied or pledged any form of taxation. IN ACCORDANCE WITH § 446 OF THE HOME RULE ACT, D.C. CODE § 1-204.46, NO DISTRICT OF COLUMBIA OFFICIAL IS AUTHORIZED TO OBLIGATE OR EXPEND ANY AMOUNT UNDER THE CONTRACT OR CONTRACT DOCUMENTS UNLESS SUCH AMOUNT HAS BEEN APPROVED, IS LAWFULLY AVAILABLE AND APPROPRIATED BY ACT OF CONGRESS.

J.35 INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Department and Department's consultants, agents, and employees from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees arising out of or resulting from performance of work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Sub-Contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.