

 SOLICITATION, OFFER AND AWARD Construction, Design and Building Renovation Group		1. Solicitation No.: <u>DCAM-2008-B-0033</u> IDIQ Cost Estimating Services		2.Type: <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Negotiated (RFP)		3. Date Issued: May 12, 2008		<u>Page 1 of 57</u>																																														
4. Contract Number			5. Requisition/Purchase Request No.			6. <input checked="" type="checkbox"/> Open Market (see Sec-M) <input checked="" type="checkbox"/> SBE Set-Aside (Sec-M)																																																
7. Issued By: Construction, Design & Building Renovation Group Office of Contracting and Procurement 441- 4th Street, NW, Suite # 700-South Washington, DC 20001					8. Address Offer To: Department of Public Works Bid Issuance Office - Procurement Support Branch 2000 14 th Street, N.W. 3 rd Floor Washington, D.C. 20009																																																	
9. For information contact:	A. Name: <u>Ms. Lisa Campbell</u>		B. Telephone (No collect calls)			C. E-mail Address																																																
			(Area Code) <u>202</u>	(Number) <u>724-4984</u>	(Ext)	<u>Lisa.Campbell@dc.gov</u>																																																
IMPORTANT - The "offer" section of this form, must be fully completed by offeror.																																																						
SOLICITATION																																																						
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"																																																						
10. Sealed offers in "original" plus <u>2</u> copies to perform the work required will be received at the place specified in item 8, or if hand carried, to the bid counter located at address shown in item 8 until 2:00 PM local time on June 12, 2008.																																																						
(Hour)					(Date)																																																	
11. The District requires performance of the work described in strict accordance with the following:																																																						
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12. The Contractor shall begin performance from date of Award specified on page 2 of the contract through one year thereafter																																																						
<input checked="" type="checkbox"/> Award <input type="checkbox"/> NTP This performance period is <input checked="" type="checkbox"/> Mandatory <input type="checkbox"/> Negotiable																																																						
13. The Contractor must furnish the required performance and payment bonds.																																																						
<input type="checkbox"/> yes, within ten (10) calendar days after receiving the Notice of Intent to Award					<input checked="" type="checkbox"/> no																																																	
14. Additional Solicitation Considerations																																																						
A. All bids are subject to the work requirements, provisions and clauses incorporated in this solicitation in full text or by reference																																																						
B. A BID GUARANTEE <input type="checkbox"/> is required <input checked="" type="checkbox"/> is not required																																																						
Government of the District of Columbia					Office of Contracting and Procurement																																																	

OFFER (Must be fully completed by offeror)									
15. Name, Company Name and Address of Offeror (with zip code)				16. Telephone No. ()			18. Remittance Address (if different than item 15).		
				17. E-mail address					
19. The offeror agrees to perform the work required at the prices specified herein and according to the BID SCHEDULE (Section B) and in strict accordance with the terms of this solicitation, if this offer is accepted by the District in writing within 90 calendar days after the date offers are due.									
20. The offeror agrees to furnish any required performance and payment bonds.									
21. ACKNOWLEDGEMENT OF AMENDMENTS									
The offeror acknowledges receipt of amendments to the solicitation (number and date each)									
Amendment Number									
Date									
22. Name and Title of person authorized to sign offer (Type or Print)				22A. Signature			22B. Offer		
AWARD (To be completed by the District)									
23. Amount				24. Accounting and Appropriation data					
25. PAYMENT WILL BE MADE BY: Office of the Chief Financial Officer 441 4 th Street N.W., Suite 850 North Washington, D.C. 20001				26. Submit invoices as instructed in Section G of this solicitation (Contract Administration Data)					
CO WILL COMPLETE ITEM 27 OR 28 AS APPLICABLE									
27. <input type="checkbox"/> NEGOTIATED AGREEMENT (The Contractor is required to sign this document and return__ copies to the issuing office). The Contractor agrees to furnish and deliver all items or perform all work requirements for the consideration stated in this contract. The rights and obligations of the parties of this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications and specifications incorporated by reference in or attached to this contract.					28. <input type="checkbox"/> AWARD (The Contractor is not required to sign this document). Your offer on this solicitation is hereby accepted. This award consummates the contract which consists of (a) the solicitation and your offer, and (b) this contract award. No further contractual document is necessary.				
29. Name and Title of Contractor or Person Authorized to Sign (Type or Print)					30. Name of CO (Type or Print)				
29A. Signature		29B. Date			30A. Signature		30B. Date		

PART - 1

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 The District of the District of Columbia, Office of Contracting and Procurement (“OCP”), on behalf of the District of Columbia Office of Property Management (“OPM”), for the District of Columbia Government (“District”), is seeking a Contractor to perform Cost Estimating (CE) Services for Capital Construction projects as described herein. The cost estimates will be used to develop Independent Government Estimates (“IGEs”) for the purposes of negotiating with contractors, and should be prepared as such using the Office of Property Management (OPM) Capital Construction Services Administration (CCSA) estimating request form, (Attachment J.1.1). This solicitation is to establish multiple Indefinite Delivery/Indefinite Quantity (“ID/IQ”) contracts for cost estimation services. The contracts will allow District Agencies to use this vehicle to procure and obtain a wide variety of cost estimating services when and where required. Following the procedures in Contract Sections G.9 and G.10, the District will issue to Contractors holding the ID/IQ contracts Requests for Task Order Proposals (“RFTOPs”) describing the contemplated work and, after evaluating offers, will award Task Orders (“TOs”) for the work. Contractors awarded TOs shall perform this work in the manner and within the time specified in the individual Task Orders (TOs). Contractors shall accomplish the work in accordance with the terms and conditions of their ID/IQ Contracts and of the TOs and in accordance with the scopes of work, specifications, and drawings in the RFTOPs.

**B.2 Designation of Solicitation for the Small Business Set Aside Market Only –
Applicable to Group 1**

This Invitation for Bids or Request for Proposals is designated for certified small business enterprise (SBE) offerors only under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005.

An SBE must be certified as small in the procurement category of Cost Estimating Services in order to be eligible to submit a bid or proposal in response to this solicitation.

**B.3 Designation of Solicitation for Open Market With No Subcontracting Set-Aside –
Applicable to Group 2**

This Invitation for Bids or Request for Proposals under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

B.4 The Contractor shall provide the professional services in defined labor categories listed below in accordance with the scope of work as specified in Section C of this solicitation. This solicitation does not guarantee that the District shall use all these labor categories.

B.5 **SCHEDULE**

B.5.1 **Designation of Solicitation for the Small Business Set Aside Market Only**

This Invitation for Bids or Request for Proposals is designated for certified small business enterprise (SBE) bidders only under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005.

B.5.1.1 An SBE must be certified as small in the procurement category of Cost Estimating Services in order to be eligible to submit a bid or proposal in response to this solicitation.

B.5.2 **DESCRIPTION**

The Contractor shall provide Cost Estimating Services in accordance with Section C of this solicitation. The listed hours represent the District’s estimate of the CE support level required for the base and option years. The estimated quantities stated in the row captioned “Estimated Number of Hours”, set forth estimated hours for each labor category. Since the District intends to award an IDIQ contract, the District does not accept liability for the accuracy of the estimated hours. The Estimated Number of Hours is for price evaluation purposes only. The estimates are based on the District’s understanding of the labor effort required by the scope of work as to the number of hours for each labor category and do not represent any guarantee as to accuracy. In no event should the Bidder consider the District’s estimate equivalent to a government estimate for a requirements type of contract. The District intends to evaluate price based on the total of the extended hourly rates for the base year and option years. Bidders must submit hourly labor rates as fully loaded rates, which include profit and all costs such as direct and indirect costs, overhead and G&A.

B.5.3 The District contemplates multiple award of in accordance with 27 DCMR Chapter 24 as follows:

The District contemplates award of up to 12 ID/IQ contracts for Cost Estimating Services. The contract award will be divided into two aggregate groups. Group No. 1 shall be comprised of certified Small Business Enterprises (SBEs) through the Department of Small Local Business Development. A total of up to four (4)

contracts shall be awarded to this category based on the four lowest responsive and responsible bidders. Group No. 2 shall be comprised of Open Market, non certified companies and a total of up to 8 contract awards in this based on the lowest responsible bidder. Aggregate Group No. 1 shall use CLIN 0001, 0101, 0201, 0301, 0401 for the base year through option year 4 to provide pricing. Aggregate Group No. 2 shall use CLIN 0002, 0102, 0103, 0302, 0402 base year through option year 4 to provide pricing.

GROUP 1 – SET ASIDE FOR SMALL BUSINESS ENTERPRISES

BASE YEAR			
CLIN 0001		(One year from date of award)	
Labor Category	Hourly Rate	Estimated Number of Hours	Total Amount
1. Cost Estimator		500	
2. Architect or Architectural Engineer		100	
3. Structural Engineer		100	
4. Mechanical Engineer		100	
5. Electrical Engineer		100	
6. Civil Engineer		100	
		TOTAL	

GROUP 1 – SET ASIDE FOR SMALL BUSINESS ENTERPRISES

OPTION YEAR ONE			
CLIN 0101			
Labor Category	Hourly Rate	Estimated Number of Hours	Total Amount
1. Cost Estimator		500	
2. Architect or Architectural Engineer		100	
3. Structural Engineer		100	
4. Mechanical Engineer		100	
5. Electrical Engineer		100	
6. Civil Engineer		100	
		TOTAL	

GROUP 1 – SET ASIDE FOR SMALL BUSINESS ENTERPRISES

OPTION YEAR TWO			
CLIN 0201			
Labor Category	Hourly Rate	Estimated Number of Hours	Total Amount
1. Cost Estimator		500	
2. Architect or Architectural Engineer		100	
3. Structural Engineer		100	
4. Mechanical Engineer		100	
5. Electrical Engineer		100	
6. Civil Engineer		100	
		TOTAL	

GROUP 1 – SET ASIDE FOR SMALL BUSINESS ENTERPRISES

OPTION YEAR THREE			
CLIN 0301			
Labor Category	Hourly Rate	Estimated Number of Hours	Total Amount
1. Cost Estimator		500	
1. Architect or Architectural Engineer		100	
3. Structural Engineer		100	
4. Mechanical Engineer		100	
5. Electrical Engineer		100	
6. Civil Engineer		100	
		TOTAL	

GROUP 1 – SET ASIDE FOR SMALL BUSINESS ENTERPRISES

OPTION YEAR FOUR			
CLIN 0401			
Labor Category	Hourly Rate	Estimated Number of Hours	Total Amount
1. Cost Estimator		500	
2. Architect or Architectural Engineer		100	
3. Structural Engineer		100	
4. Mechanical Engineer		100	
5. Electrical Engineer		100	
6. Civil Engineer		100	
		TOTAL	

GROUP 2 – OPEN MARKET (NON-CERTIFIED) BUSINESS ENTERPRISES

BASE YEAR			
CLIN 0002			
(One year from date of award)			
Labor Category	Hourly Rate	Estimated Number of Hours	Total Amount
1. Cost Estimator		500	
3. Architect or Architectural Engineer		100	
3. Structural Engineer		100	
4. Mechanical Engineer		100	
5. Electrical Engineer		100	
6. Civil Engineer		100	
		TOTAL	

GROUP 2 – OPEN MARKET (NON-CERTIFIED) BUSINESS ENTERPRISES

OPTION YEAR ONE			
CLIN 0102			
Labor Category	Hourly Rate	Estimated Number of Hours	Total Amount
1. Cost Estimator		500	
1. Architect or Architectural Engineer		100	
3. Structural Engineer		100	
4. Mechanical Engineer		100	
5. Electrical Engineer		100	
6. Civil Engineer		100	
		TOTAL	

GROUP 2 – OPEN MARKET (NON-CERTIFIED) BUSINESS ENTERPRISES

OPTION YEAR TWO			
CLIN 0202			
Labor Category	Hourly Rate	Estimated Number of Hours	Total Amount
1. Cost Estimator		500	
2. Architect or Architectural Engineer		100	
3. Structural Engineer		100	
4. Mechanical Engineer		100	
5. Electrical Engineer		100	
6. Civil Engineer		100	
		TOTAL	

GROUP 2 – OPEN MARKET (NON-CERTIFIED) BUSINESS ENTERPRISES

OPTION YEAR THREE			
CLIN 0302			
Labor Category	Hourly Rate	Estimated Number of Hours	Total Amount
1. Cost Estimator		500	
3. Architect or Architectural Engineer		100	
3. Structural Engineer		100	
4. Mechanical Engineer		100	
5. Electrical Engineer		100	
6. Civil Engineer		100	
		TOTAL	

GROUP 2 – OPEN MARKET (NON-CERTIFIED) BUSINESS ENTERPRISES

OPTION YEAR FOUR			
CLIN 0402			
Labor Category	Hourly Rate	Estimated Number of Hours	Total Amount
1. Cost Estimator		500	
2. Architect or Architectural Engineer		100	
3. Structural Engineer		100	
4. Mechanical Engineer		100	
5. Electrical Engineer		100	
6. Civil Engineer		100	
		TOTAL	

PART I

SECTION C: SCOPE/ SPECIFICATIONS/ DRAWINGS

C.1 SCOPE OF WORK

This is an ID/IQ contract to provide Cost Estimating (CE) and related services in accordance with terms and conditions of this contract for the Government of the District of Columbia's Office of Property Management ("OPM"), is seeking multiple firms to provide Cost Estimating (CE) Services for Capital Construction projects as described herein. The cost estimates will be used to develop Independent Government Estimates ("IGEs") for the purposes of negotiating with contractors, and should be prepared as such using the Office of Property Management (OPM) Capital Construction Services Administration ("CCSA") estimating worksheet, which is attached to this document.

C.1.1 Scope of work refers to a specific job, which will be ordered by an individual TO.: Your company will be required to provide a variety of cost estimates to include, but are not limited to the following, as needed by the government:

C.1.2 Pre-Contract Award Construction Cost Estimates

In support of the District's bid solicitation process for construction contracts, review construction contract documents and technical specification that are released for bid solicitation. Prepare cost estimates on behalf of the government reflecting a fair and reasonable total construction cost.

C.1.3 Cost Estimates for Architectural/Engineering (A/E) and Other Professional Services

In support of OPM's vendor selection process for professional services, conduct manpower and level of effort (LOE) assessments for various design scopes of work, and prepare estimated costs for procuring A/E services that are fair and reasonable and within current industry cost parameters.

C.1.4 Cost Estimates for Construction Contract Modifications

Review scope documents that are provided for changes to Capital Construction Projects. Prepare itemized cost estimates to implement that proposed scope changes. Evaluate contractor cost proposals for construction contract changes and advise the government of any questionable or excessive cost items.

C.1.5 Construction Feasibility Cost Estimates

In support of the District's feasibility assessment process for new Capital construction projects, review construction contract documents and technical specifications that are released for bid solicitation. Prepare cost estimates on behalf of the government reflecting accurate and reasonable total construction costs.

- C.1.6** All costs estimates should be prepared using means and methods that are standard to the industry such as RS means or Davis-Bacon wage reference manuals. Any reference documents used to prepare cost estimates must be cited on the estimate worksheet.
- C.1.7** Completed construction cost estimates must be received by the government on the “Due Date” indicated on the Cost Estimate Request Form. The “Due Date” is normally within five business days of the date of “Date Requested” also indicated on the Cost Estimate Form.
- C.1.8** Completed const estimates shall be submitted via email to the “Construction Manager” indicated on the Cost Estimate Request Form. The “Project Manager” indicated on the Cost Estimate Request Form shall be copied on this email. A hard copy of the completed cost estimate shall be sent to the OPM/CCSA office and addressed to the attention of the Branch Chief of Construction Management.
- C.1.9** The cost estimator shall be available to explain, clarify or justify cost estimates upon request. The cost estimator shall be compensated for any site visits or other meetings attended that are not directly related to preparation of the cost estimate, upon submission and approval of documentation supporting their claim for compensation.

C.2 GOVERNMENT RECORDS

The Contractor shall not disclose any information or data to anyone unless approved by the District. All such information or data is reserved exclusively for use between the District and the Contractor, including employees of the Contractor’s firm. When deemed appropriate, the District may authorize the release of certain information or data necessary for use by the Contractor in performance of contract work, and in such cases specific written authorization must be obtained from CO in advance. Such data so released shall not be further disseminated and shall not be considered released into the public domain. The Contractor must ensure that this clause is included in all tiers of subcontracts.

PART I

SECTION D: PACKAGING AND MARKING

This Section is Intentionally Left Blank. Not applicable for this procurement.

PART I

SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION:

- E.1.1** The Contracting Officer or his Authorized Representative will conduct all reviews and inspections for this contract.
- E.1.2** Definitions. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.
- E.1.3** The District requires that the Contractor shall implement the Project Task Order in a timely manner in compliance with the terms and condition of the contract and the TO.
- E.1.4** The inspection and acceptance requirements for the resultant contract will be governed by the Inspection of Services Clause in Section 6 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts dated March 2007.

PART I

SECTION F - DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

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

F.2 OPTION PERIOD

F.2.1 The District may extend the term of this contract by exercising up to (4) four, one year, option periods.

F.2.2 The total duration of this contract, including the exercise of any options under this clause, shall not exceed (5) five years.

F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.3.1 The District may extend the term of this contract for a maximum of four (4), one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The Contractor may waive the thirty (30) day preliminary notice requirement by accepting the extension letter issued by the CO.

F.3.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.3.3 Exercising the option will be at the sole discretion of the District.

F.4 PERIOD OF PERFORMANCE FOR TOS

F.4.1 The Contractor shall commence and complete work within the dates specified in the TO issued by the CO.

F.5 DELIVERABLES

The Contractor shall submit to the District, as a deliverable, the report described in section (H) of this contract that is required by the 51% District Residents New Hires Requirement and First Source Employment Agreement for each TO that is \$100,000.00 and over. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

F.5.2 The Contractor shall submit to the District, all deliverables identified in each TO and/or drawing and specifications.

PART 1

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices or vouchers, at the fixed price for each Task Order, for services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

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

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in triplicate and submitted to the Agency Chief Financial Officer (CFO) with concurrent copies to the COTR specified in Section G.7.1. The address of the CFO is:

Name: Office of the Controller/Agency CFO
Address: 441 4th Street, NW, Suite 890 N
Washington, DC 20001
Telephone: (202) 727-8180

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

G.2.2.1 Contractor's name and invoice date (Contractor is encouraged to date invoices as close to the date of mailing or transmittal as possible);

G.2.2.2 Contract number, encumbrance number, and assignment of an invoice number by the Contractor are also recommended;

G.2.2.3 Description, amount of payment requested, quantity, and the dates of the work performed, based upon the approved schedule if a schedule is required by the TO;

G.2.2.4 Other supporting documentation or information, as required by the CO and COTR;

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

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

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

G.2.2.8 Authorized signature.

G.3 METHOD OF PAYMENT

G.3.1 The District will make payment for each TO based upon the terms of the individual TO. The District will make payment based upon the Task Order Invoice Payment Schedule on a monthly basis in accordance with the appropriate clauses of the Contract and of the Standard Contract Provisions, when the following conditions exists:

G.3.1.1 The Contractor has performed work and was accepted by the District,

G.3.1.2 The Contractor has submitted his/her invoice, and

G.3.1.3 No more than one invoice prepared and submitted by the Contractor every month.

G.3.2 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.2.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.3.5.

G.3.2.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements. This clause applies to final payment under each TO that is \$100,000.00 and over.

G.4 ASSIGNMENTS

G.4.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.4.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party. The Contractor shall submit an assignment for each TO.

G.4.3 Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the

assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.5 CONTRACTING OFFICER (CO):

G.5.1 In accordance with 27 DCMR 1200.1 contracts may be entered into and signed on behalf of the District only by CO(s) s. The address and telephone number of the COs authorized to sign TO(s) under this contract is:

*Diane Wooden, Contracting Officer
Construction, Design and Building Renovation Group
441- 4th Street, N.W., Suite 700-South
Washington, D.C. 20001
Telephone: (202) 724-2163*

G.6 AUTHORIZED CHANGES BY THE CO:

G.6.1 The CO is the only person authorized to approve changes to any of the requirements of this contract.

G.6.2 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 CO.

G.6.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.7 CO'S TECHNICAL REPRESENTATIVE (COTR):

G.7.1 The COTR is responsible for the technical administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as specified in writing by the CO. The COTR for this contract is:

*Steven McKenzie
Chief Construction Management Division
Office of Property Management (OPM)
Reeves Center
2000 14th Street, NW, 8th Floor*

*Washington, DC 20009
Telephone: (202) 671-2444*

G.7.2 It is fully understood and agreed by the Contractor that the COTR shall not have any authority to make changes in the scope of work, price or terms and conditions of the contract or the TO(s).

G.7.3 Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the CO, and may be denied compensation or other relief for any additional work performed that is not authorized by the CO 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 the unauthorized changes.

G.8 THE QUICK PAYMENT CLAUSE

G.8.1 Interest Penalties to Contractors

G.8.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

G.8.1.1.1 the 3rd day after the required payment date for meat or a meat product;

G.8.1.1.2 the 5th day after the required payment date for an agricultural commodity; or

G.8.1.1.3 the 15th day after the required payment date for any other item.

G.8.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.8.2 Payments to Subcontractors

G.8.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

G.8.2.1.1 Pay the subcontractor for the proportionate share of the

total payment received from the District that is attributable to the subcontractor for work performed under the contract; or

G.8.2.1.2 Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.8.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

G.8.2.2.1 the 3rd day after the required payment date for meat or a meat product;

G.8.2.2.2 the 5th day after the required payment date for an agricultural commodity; or

G.8.2.2.3 the 15th day after the required payment date for any other item.

G.8.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.8.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.8.3 Contractor Obligation to Flow Down Interest Provision

G.8.3.1 Contractor shall include in each subcontract as provision that requires the subcontractor to include in its contracts with any lower-tier subcontractors or suppliers the payment and interest clause required under paragraphs (1) and (2) of DC Official Code § 2-221.02 (d).

G.9 ORDERING LIMITATIONS

G.9.1 MINIMUM ORDER: The District guarantees the minimum order to the Contractor in the amount of \$250.00 per year on the contract.

G.9.2 MAXIMUM ORDER: There will be a maximum order limitation of \$950,000.00 per year on the contract.

G.10 TASK ORDERING PROCEDURES

G.10.1 Ordering: Any services to be performed under this contract shall be based on fixed price Task Order(s) issued in writing and signed by the CO. All TOs are subject to the terms and conditions of this contract. In the event of conflict between a TO and this contract, the contract shall control.

G.10.2 As the need exists for performance under the terms of this contract, the CO shall notify the Contractor of an existing requirement via the issuance of a RFTOP. The RFTOP will detail the project scope.

G.10.3 If the District feels that the price submitted by the Contractor for the RFTOP is not reasonable, the District will negotiate the price and then issue a TO to the Contractor.

G.10.4 Upon receipt and acceptance of the TO, the Contractor shall take necessary action to comply with the requirements and the period of performance stated in the TO.

G.10.4.1 Each TO shall include the following information:

G.10.4.1.1 Specific scope of requirement inclusive of all tasks and deliverables

G.10.4.1.2 Date of the TO

G.10.4.1.3 Contract number and TO number

G.10.4.1.4 Number of hours in each labor category with unit price

G.10.4.1.5 TO performance period or delivery schedule
TO administrator or point of contact if different from the COTR

G.10.4.1.6 Place of performance

G.10.4.2 The COTR shall be responsible for the daily administration of the Task Orders and the performance of the Contractor.

G.11 MODIFICATIONS TO TASK ORDERS

G.11.1 Labor category of any discipline not covered by this contract but within its scope and general intent may be negotiated by the CO and added to the contract by written modification at any time during the contract performance period. The CO is the only District official authorized to modify this contract.

G.12 Following the procedures in Contract Section G.10, the District will issue to the Contractor Request for Task Order Proposal (RFTOP) describing the contemplated work and, after evaluating the offer, will award a Task Order (TO) for the work. The Contractor shall perform this work in the manner and within the time specified in the individual TO. The Contractor shall accomplish the work in accordance with the terms and conditions of their ID/IQ Contract and of the TO and in accordance with the scope of work in the RFTOP.

G.13 Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Limitations (Section G.9). The Contractor shall furnish to the District, when and if ordered, the services specified in the Schedule.

G.13.1 There is no limit on the number of orders that may be issued on this contract.

G.13.2 Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after date agreed upon by both parties.

PART I

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DISTRICT'S RESPONSIBILITY:

The District will provide to the Contractor all necessary passes for Contractor's employees required to enter into the facility.

H.2 DISTRICT-FURNISHED EQUIPMENT/MATERIALS:

H.2.1 The Contractor, with his own forces, shall maintain all District-furnished equipment during the performance of work.

H.2.2 The Contractor shall be responsible for the loss or damage to District-furnished property.

H.2.3 The Contractor shall follow the instruction given by the COTR regarding the disposition of all District-furnished equipment.

H.2.4 All District supplied equipment for use by the CONTRACTOR shall be returned to the COTR in good condition before the final payment is processed. The final payment will not be processed unless it contains all release(s) relating to District-furnished equipment and/or materials from COTR.

H.3 SUBCONTRACTS:

H.3.1 Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the District.

H.3.1.1 The Contractor shall be as fully responsible to the District for the acts and omissions of subcontractor and of persons employed by them as he is for the acts and omissions of persons directly employed by him.

H.3.1.2 The Contractor shall be responsible for the coordination of the subcontractor and material persons engaged upon his work.

H.3.1.3 The Contractor shall, without additional expense to the District, utilize the services of specialty subcontractor of those parts of the work which are specified to be performed by specialty subcontractor.

H.3.1.4 The District will not undertake to settle any differences between the Contractor and his subcontractor or between subcontractors.

H.3.2 No portion of the contract shall be subcontracted except with the prior written consent of the CO, or his authorized representatives, and such consent, when given, shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Request(s) or permission to subcontract any portion of the contract shall be in writing and accompanied by: (a) a showing that the organization which will perform the work is particularly experienced and equipped for such work, and (b) an assurance by the Contractor that the Labor Standards Provisions set forth in this contract shall apply to labor performed on all work encompassed by the request(s). The request(s) also shall provide the following information:

H.3.2.1 Subcontractors name, address, telephone number, and Federal Social Security Number used on the Employers Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

H.3.2.2 Estimated dollar amount of the subcontract.

H.3.2.3 Estimated starting and completion dates of the subcontract.

H.3.2.4 The subcontractor approval request form included herein should be used to request approval of subcontractor on this project. The form should be completed for each subcontractor requested for approval and submitted to the CO. Copies of these forms are available upon request from the COTR.

H.3.3 Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. The Contractor shall assure that any subcontract contains the required flow-down provisions of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

H.4 51% DISTRICT RESIDENTS NEW HIRES/FIRST SOURCE EMPLOYMENT AGREEMENT:

H.4.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. ("First Source Act").

H.4.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, in which the Contractor shall agree that:

H.4.2.1 The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services ("DOES"); and

H.4.2.2 The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.4.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifies its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

H.4.3.1 Number of employees needed;

H.4.3.2 Number of current employees transferred;

H.4.3.3 Number of new job openings created;

H.4.3.4 Number of job openings listed with DOES;

H.4.3.5 Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and

H.4.3.6 Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including;

H.4.3.6.1 Name;

H.4.3.6.2 Social Security number;

H.4.3.6.3 Job title;

H.4.3.6.4 Hire date;

H.4.3.6.5 Residence; and

H.4.3.6.6 Referral source for all new hires.

H.4.4 If the contract amount is equal to or greater than \$100,000.00, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.4.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

H.4.5.1 Document in a report to the CO its compliance with the section H.4.4 of this clause; or

H.4.5.2 Submit a request to the CO for a waiver of compliance with section H.4.4 and include the following documentation:

H.4.5.2.1 Material supporting a good faith effort to comply;

H.4.5.2.2 Referrals provided by DOES and other referral sources;

H.4.5.2.3 Advertisement of job openings listed with DOES and other referral sources; and

H.4.5.2.4 Any documentation supporting the waiver request pursuant to section H.4.6.

H.4.6 The CO may waive the provisions of section H.4.4 if the CO finds that:

H.4.6.1 A good faith effort to comply is demonstrated by the Professional Services Consultant;

H.4.6.2 The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

H.4.6.3 The Contractor enters into a special workforce development training or placement arrangement with DOES; or

H.4.6.4 DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.4.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.4.5 and H.4.6, the CO shall determine whether the Contractor is in compliance with section H.4.4 or whether a waiver of compliance pursuant to section H.4.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer (CFO) and the COTR.

H.4.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.4.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the CO pursuant to this section H.4.8.

H.4.9 The provisions of sections H.4.4 through H.4.8 do not apply to nonprofit organizations.

H.5 AUDITS, RECORDS, AND RECORD RETENTION:

H.5.1 At any time or times before final payment and three (3) years thereafter, the CO may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be reduced by amounts found by the CO not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.

H.5.2 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

H.5.3 The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

H.5.4 The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the CO.

H.5.5 Persons duly authorized by the CO shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

H.5.6 The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

H.6 PUBLICITY:

H.6.1 The Contractor shall at all times obtain the prior written approval from the CO before the Contractor, any of its officers, agents, employees or subcontractor, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.7 FREEDOM OF INFORMATION ACT:

H.7.1 The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any

record produced or collected pursuant to a District contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.7 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the reliability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.8 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA):

H.8.1 During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. 12101 et seq.

H.9 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED:

H.9.1 During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. 794 (1983) et seq.

H.10 LIVING WAGE ACT OF 2006:

H.10.1 The Living Wage Act of 2006 is Title I of the “Way to Work Amendment Act of 2006”, DC Law 16-118, and effective June 8, 2006. The Living Wage Act is codified at DC Official Code §§ 2-220.01 through 11.

H.10.2 WAY TO WORK AMENDMENT ACT OF 2006

H.10.2.1 Except as described in H.10.1.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”) for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.10.2.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

- H.10.2.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.10.2.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.10.2.5** The Contractor shall provide a copy of the Fact Sheet attached as J.1.2 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.2 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.10.2.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.10.2.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.10.2.8** The requirements of the Living Wage Act of 2006 do not apply to:
- H.10.2.8.1** Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - H.10.2.8.2** Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - H.10.2.8.3** Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - H.10.2.8.4** Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - H.10.2.8.5** Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided

that the trainees do not replace employees subject to the Living Wage Act of 2006;

- H.10.2.8.6** An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- H.10.2.8.7** Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- H.10.2.8.8** Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- H.10.2.8.9** Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- H.10.2.8.10** Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.
- H.10.2.9.11** The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

PART II

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS:

Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated March 2007 is incorporated herein by reference, with the same force and effect as if given in full text.

I.2 This section is intentionally left blank.

I.3 CONFLICT OF INTEREST:

I.3.1 No official or employee of the District of Columbia or the Federal District who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code Section 2-310.01, and Chapter 18 of the DC Personnel Regulations).

I.3.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

I.4 EQUAL EMPLOYMENT OPPORTUNITY:

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated in Section K. An award cannot be made to any Bidder who has not satisfied the equal employment requirements as set forth by the Department of Small and Local Business Development.

I.5 INSURANCE:

The requirements of this section apply to each Task Order (TO) issued under the Contract. Upon award of a TO under the Contract, Contractor shall assure that its insurance coverage for the work under the TO is in compliance with the provisions of this § I.5.

I.5.1 GENERAL REQUIREMENTS. Prior to commencement of any work under this Contract, and in addition to other insurance bonds or securities required by law or under the Contract terms, the Contractor shall procure and maintain during the life of the Contract, the following types of insurance:

- I.5.1.1** Commercial General Liability Insurance. The Contractor shall furnish evidence satisfactory to the CO with respect to the operations performed by it, its employees and subcontractor, it carries in its own behalf, Owners' and Contractors' Protective Liability Insurance with minimum \$1,000,000.00 per occurrence limit for bodily injury and property damage. If this Contract is for building construction, the Commercial General Liability policy must be endorsed to include coverage for Explosion, Collapse and Underground (XCU). The policy must name the District as an additional insured, contain a waiver of subrogation, and state that coverage is primary and non-contributory.
- I.5.1.2** Umbrella/Excess Liability. Contracts valued at over \$100,000.00 or determined to be high risk must carry Umbrella/ Excess Liability Insurance with \$5,000,000.00 limits per occurrence. The policy must name the District as an additional insured, contain a waiver of subrogation, and state that coverage is primary and non-contributory. If properties adjacent to the building site present unusual or hazardous conditions, higher Umbrella/ Excess Liability limits may be required.
- I.5.1.3** Workers' Compensation. The Contractor shall carry according to the statutes of the District of Columbia workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this Contract, including Employer's Liability, \$100,000.00 per accident for injury, \$100,000 per employee for disease, \$500,000.00 policy limit disease. The policy must contain a waiver of subrogation endorsement. The Contractor agrees to comply, at all times, with the provisions of the workers' compensation laws of the District.
- I.5.1.4** Automobile Liability Insurance. The Contractor shall furnish automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the project. The policy shall cover the operations performed in the District with a \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be Primary and Non-Contributory.
- I.5.1.5** Professional E&O Liability. All design and design/build contracts must procure Professional Errors and Omissions (Architect's & Engineer's) Liability Insurance to cover architectural, engineering, construction management, surveying, hazardous materials testing, and design services performed under this Contract. The policy must provide limits of \$1,000,000.00 per claim and a \$3,000,000.00 aggregate. The Contractor shall maintain such insurance for five (5) years following the District's final acceptance of the work. The policy will cover the Design/Builder, its subcontractor and subcontractors of every tier, and shall identify the District as the Project Owner on the policy.
- I.5.2** **CERTIFICATE OF INSURANCE**. The Contractor must submit verification of insurance on a standard Certificate of Insurance Associate for Cooperative Operations Research and Development (ACORD) form and receive approval from the CO prior to commencement of any work. The Contractor shall obtain the insurance from responsible companies licensed by the District of Columbia's Department of Banking, Insurance and Securities Regulation and shall deliver the certificate of insurance to the CO within fourteen (14) days of contract award. The

policies of insurance shall provide for at least thirty (30) days written notice to the CO prior to their termination or material alteration.

I.5.3 DURATION. The Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer hereby warrants and agrees that it shall not cancel this policy, except after thirty (30) days written notice, by certified mail, to the CO.

I.5.4 CONTRACTOR'S PROPERTY. Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.

I.5.5 MEASURE OF PAYMENT. The District will not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the lump sum offer price.

I.6 PRE-AWARD APPROVAL:

I.6.1 In accordance with D.C. Official Code 2-301.05a any contract over one million dollars over a 12- month period must be approved by the D.C. Council before the award.

I.7 CONFIDENTIALITY OF INFORMATION:

I.7.1 The Contractor shall keep all the information obtained relating to any employee or customer of the District in absolute confidence, and shall not use it in connection with any other matters, or disclose it to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.8 TIME:

I.8.1 Time or performance period, if stated in number of days, shall mean calendar days which that includes Saturdays, Sundays, and holidays, unless stated otherwise therein.

I.9 OTHER CONTRACTORS:

I.9.1 The Contractor shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.

I.10 INCORPORATION AND ORDER OF PRECEDENCE:

I.10.1 Contract: The following documents are incorporated herein by reference and in case of any discrepancy the following Order of Precedence shall apply: (1) Schedule For Construction, Alteration, Repairs Prices (Section-B), (2) Standard Contract

Provisions for Use with District of Columbia Government Supply and Services Contracts dated March 2007 (Attachment J.2.1), (3) Attachments J.1.1, J.1.2, J.1.3, J.1.4, J.2.1, J.2.2, J.2.3, and J.2.4.

- I.10.2. Task Orders:** Unless the District otherwise provides in a TO, a revised Order of Precedence and list of Incorporated Documents, the following documents are incorporated by reference in each TO issued hereunder. In case of any discrepancy the following Order of Precedence shall apply: (1) Supplies or Services in the TO (Section B); (2) Scope, Specifications (in TO or TO Attachments); (3) Drawings (in TO or TO Attachments); (4) Special Contract Requirements (Contract Section H and TO); (5) Contract Clauses (Section I); (6) US-DOL Wage Determination Rates (Contract and TO and/or TO Attachment); and (7) Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated March 2007 (Attachment J.2.1), (8) Attachments J.1.1, J.1.2, J.1.3, J.1.4, J.2.1, J.2.2, J.2.3, and J.2.4.

PART III

SECTION J

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS TO CONTRACT

J.1 ATTACHMENT

J.1.1 Cost Estimate Request Form

J.1.2 Living Wage Act of 2006 Notice and Fact Sheet

J.1.3 Service Contract Act Wage Determination No. 2005-2104,
Revision No. 5, dated 07/05/2007

J.1.4 Sample Subcontracting Plan Form (The form shall be
submitted with each RFTOP)

J.2 INCORPORATED ATTACHMENTS – The following forms located at
www.ocp.dc.gov under solicitation attachments shall be completed and
incorporated with the proposal submittals.

J.2.1 Standard Contract Provisions for use with District of Columbia
Government Supply and Services Contracts dated March, 2007

J.2.2 First Source Employment Agreement

J.2.3 E.E.O. Information and Mayor's Order 85-85

J.2.4 Tax Certification Affidavit

PART IV

**SECTION K: CERTIFICATIONS, REPRESENTATIONS AND OTHER
STATEMENTS OF BIDDERS**

- K.1.** Certification of Eligibility
- K.2.** Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction
- K.3** Payment to Subcontractor and Suppliers Certification
- K.4** Certification of Independent Price Determination
- K.5** Employment Agreement
- K.6** Certification under “Buy American Act” (applicable to purchase of material and equipment)
- K.7** Certification as to Type of Business Organization

K.1

CERTIFICATION OF ELIGIBILITY

_____, being duly sworn (or
(President or Authorized Official of Bidder)
under penalty of perjury under the laws of the United States), certifies that, except as noted below, (the
Company) or any person associated therewith in the capacity of (owner, partner, director, officer,
principal investigator, project director, manager, auditor, or any position involving the administration
of federal funds):

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility
under any Federal, District or State statutes;

has not been suspended, debarred, voluntarily excluded or determined ineligible by an Federal, District
or state agency within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent
jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of award, but will be considered in determining
acceptability of bidder. For any exception noted, indicate below to whom it applies, initiating agency,
and dates of action. Providing false information may result in criminal prosecution or administrative
sanctions.

_____ Contractor	_____ President or Authorized Official
_____ Date	_____ Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of
1986 (Public Law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this _____ day of _____

At _____
City and State

Notary Seal

Notary Public

K.2

**CERTIFICATION REGARDING DEBARMENT
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

_____, being duly sworn (or
(President or Authorized Official of Bidder)
under penalty of perjury under the laws of the United States), certifies that, except as noted below, (the
Company) or any person associated therewith in the capacity of (owner, partner, director, officer,
principal investigator, project director, manager, auditor, or any position involving the administration
of federal funds):

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility
under any Federal, District or State statutes;

has not been suspended, debarred, voluntarily excluded or determined ineligible by an Federal, District
or state agency within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent
jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of award, but will be considered in determining
acceptability of bidder. For any exception noted, indicate below to whom it applies, initiating agency,
and dates of action. Providing false information may result in criminal prosecution or administrative
sanctions.

_____	_____
Contractor	President or Authorized Official
_____	_____
Date	Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public Law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this _____ day _____

At _____
City and State

Notary Seal

Notary Public

K.3

PAYMENT TO SUBCONTRACTOR AND SUPPLIERS CERTIFICATE

The Contractor, prior to receiving a progress payment, shall submit to the CO, certification that the Contractor has made and will make timely payments to his subcontractor and suppliers per his contractual arrangements with them.

The certification must be accompanied by a list of all subcontractor and suppliers who will receive payment from the invoice and the dollar amount. Payment will not be made until the Prime Contractor submits this information.

Certification shall be made on the following standard form.

To:
*Diane Wooden, Contracting Officer
Office of Contracting and Procurement
441 – 4th Street, N.W., Suite 700S
Washington, D.C. 20001*

I hereby certify:

I have made and/or will make timely payments to all my subcontractor and suppliers per my contractual arrangements with them.

Contractor/Company Name

Signature of Official

Date

Title

K.4

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- A. Each signature of the Bidder is considered to be a certification by the signatory that:
- (a) The prices in this Bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Bidder or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a Bid, or
 - (iii) the methods or factors used to calculate the prices in the Bid;
 - (b) The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and
 - (c) No attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a Bid for the purpose of restricting competition.
- B. Each signature on the bid is considered to be a certification by the signatory that the signatory;
- (a) Is the person in the Bidder's organization responsible for determining the prices being offered in this Bid, and that the signatory has not participated and will not participate in any action contrary to subparagraphs A(a) through A(c) above; or
 - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs A(a) through A(c) above:

(Insert full name of person(s) in the organization responsible for determining the prices offered in the Contract and the title of his or her position in the Bidder's organization);
 - (ii) As an authorized agent, does certify that the principals named in subsection B (2)(i) above have not participated, and will not participate, in any contrary to subparagraphs A(a) through A(c) above; and
 - (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs A(a) through A(c) above.
- C. If the Bidder deletes or modifies subparagraph A(b) above, the Bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.5

EMPLOYMENT AGREEMENT

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

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

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

Date

Authorized Signature

K.6

BUY AMERICAN CERTIFICATION

The Bidder hereby certifies that each end product, except the end products listed below, is a domestic end product, and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

K.7

TYPE OF BUSINESS ORGANIZATION

The Bidder, by checking the applicable box, represents that

(1) It operates as:

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

(2) If the Bidder is a foreign entity, it operates as:

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

PART V

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO
BIDDERS**

L.1 BID CONFERENCE:

A pre-bid conference to discuss the contents of this solicitation and other pertinent matters will be held at **11:00 a.m. local time, on May 12, 2008** at the following location:

*Office of Property Management (OPM)
441 4th Street, NW, 11th Floor
Washington, DC 20001
Telephone: (202) 671-2444*

L.1.1 Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the solicitation document as well as to clarify the contents of the solicitation. Attending bidders must complete the Pre-Bid Conference Attendance Roster at the conference so that bidder attendance can be properly recorded.

L.1.2 Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-bid conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-bid conference but no later than five working days after the pre-bid conference in order to generate an official answer. Official answers will be provided in writing to all prospective bidders who are listed on the official bidder's list as having received a copy of the solicitation. Answers will also be posted on the OCP website at www.ocp.dc.gov.

L.2 This section is intentionally left blank

L.3 This section is intentionally left blank

L.4 CONTRACT AWARD:

L.4.1 The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

L.4.2 Evaluation of Bids - The District intends, but is not obligated, to award to the responsible and responsive small business enterprise, certified as small in the category of Cost Estimating which submits the lowest evaluated bid. A total of up to four (4) contracts shall be awarded in this category based on the four lowest responsive and responsible bidders. Additionally, open market, non-certified companies will participate in the solicitation process and will be based on the lowest responsible bidder and a total of up to 8 contract awards in this category.

L.5 PREPARATION AND SUBMISSION OF BIDS:

L.5.1 Bidders shall submit **one (1) signed original** plus **two (2) copies** of the bid. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the IFB, all attachments and all documents containing the Bidder's offer shall constitute the formal contract.

L.5.2 Each bid shall be submitted in a sealed envelope conspicuously marked on the outside: "**Bid in Response to Solicitation No. DCAM-2008-B-0033**"

L.5.2.1 The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.

L.5.2.2 The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.

L.5.2.3 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation, or if the solicitation package is obtained from any source other than the District's official source listed below. Bidders shall make no changes to the requirements set forth in the solicitation.

L.6 BID SUBMISSION DATE AND TIME – BID OPENING:

Bids must be submitted no later than 2:00 p.m. local time on June 05, 2008.

L.7 WITHDRAWAL OR MODIFICATION OF BIDS:

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

L.8 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS:

L.8.1. Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

L.8.1.1 The bid or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of bids; or

L.8.1.2 The bid or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

L.8.2 Postmarks

L.8.2.1 The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the Bidder can furnish evidence from the postal authorities of timely mailing.

L.8.3 Late Submissions

L.8.3.1 A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.8.4 Late Bids

L.8.4.1 A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

L.8.5 Late Modifications

L.8.5.1 A late modification of a successful bid that makes its terms more favorable to the District shall be considered at any time it is received and may be accepted.

L.9 HAND DELIVERY OR MAILING OF BIDS TO:

L.9.1 *Department of Public Works
Bid Issuance – Procurement Support Branch
Reeves Center (Bid Room)
2000 14th Street, NW, 3rd Floor
Washington, DC 20009*

L.10 This section is intentionally left blank

L.11 ERRORS IN BIDS

L.11.1 Bidders are expected to read and fully understand information and requirements in the solicitation; failure to do so will be at the Bidder's risk. In the event of a discrepancy between the unit price and the total price, the unit price will govern.

L.12 QUESTIONS ABOUT THE SOLICITATION:

L.12.1 If a prospective Bidder has any questions relative to this solicitation, the prospective Bidder shall submit the questions in writing to the CO. The prospective Bidder shall submit questions no later than ten (10) calendar days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than ten (10) calendar days before the date set for submission of bid. The District will furnish responses promptly to all other prospective Bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective Bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.13 FAILURE TO SUBMIT BIDS:

L.13.1 Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Office of Contracting and Procurement, CO, Construction, Design, Building & Renovation (CDBR) Group, 441- 4th Street, N.W., Suite 700S, Washington, DC 20001, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.14 BID PROTESTS:

L.14.1 Any actual or prospective Bidder or Contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 - 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

L.15 SIGNING OF BIDS:

L.15.1 The Contractor shall sign the bid and print or type its name on the bid form in the attached Bid Form Package. Each bid must show a full business address and telephone number of the Bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the CO.

L.15.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the Bidder or Contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.16 ACKNOWLEDGMENT OF AMENDMENTS:

L.16.1 The Bidder shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in item 20 of page 1 (Solicitation, Offer, Award Form) of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date

and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L.17 This section is intentionally left blank.

L.18 ACCEPTANCE PERIOD:

L.18.1 The bidder agrees that its bid remains valid for a period of 90 calendar days from the bid opening date. However, if for administrative reasons, the District is unable to make an award within this time period, the CO will request the Contractor and his/her surety to extend the bid bond for an additional 30 days.

L.19 LEGAL STATUS OF BIDDER:

L.19.1 Each bid must provide the following information:

L.19.2 Name, Address, Telephone Number, Federal Tax Identification Number and DUNS Number of Bidder;

L.19.3 District of Columbia license, registration or certification, if required by law to obtain such license, registration or certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements;

L.19.4 If the Bidder is a partnership or joint venture, names of general partners or joint ventures and copies of any joint venture or teaming agreements; and

L.19.5 The District reserves the right to request additional information regarding the Bidder's organizational status.

L.20 LOCAL OPERATING FACILITIES:

L.20.1 The Contractor shall provide and maintain its own operating quarters. Such quarters shall be of sufficient size and capacity and have the necessary facilities to adequately carry out the work to be performed under the contract.

LOCAL ADDRESS	LOCAL TELEPHONE NUMBER/FAX
PAGER NUMBER	EMERGENCY NUMBER
EMERGENCY CONTACT PERSON	

L.21 TECHNICAL INFORMATION:

L.21 For technical information concerning this solicitation, please contact:

*Steven P. McKenzie
Chief Construction Management Division
Office of Property Management (OPM)
Reeves Center
2000 14th Street, NW, 8th Floor
Washington, DC 20009
Telephone: (202) 671-2444*

L.22 TITLE OF CORRESPONDENCE, HAND DELIVERY OR MAILING OF SOLICITATION:

L.22.1 All contractual correspondence must be directed to:

*Diane Wooden, Contracting Officer
Office of Contracting and Procurement
Construction, Design and Building Renovation Group
441- 4th Street, N.W., Suite 700-South
Washington, D.C. 20001
Telephone: (202) 724-2163*

L.23 BID DOCUMENTS:

L.23.1. Persons who obtain bidding materials from anyone other than the District's official source which is located at the Bid Room, Office of Contracting and Procurement 2000 14th Street, N.W. - 3rd Floor, Washington, DC 20009, are hereby notified that any addenda/amendments issued under this solicitation, and not acknowledged by a bidder could affect the bid amount and/or responsiveness determinations.

L.23.2 The District Government assumes no responsibility for furnishing any addenda/amendments to anyone who obtains bidding materials through other than the official channels.

L.23.3 Amendments/Addenda to bidding documents and bidding material are available from the issuing office.

L.24 EXAMINATION OF BID DOCUMENTS AND SITE OF WORK:

L.24.1 Bidders will be held to have:

L.24.1.1 Checked all measurements and visible features which would in any manner affect the work to be performed.

L.24.2 Verified conditions at the site.

L.25 This section is intentionally left blank.

L.26 STANDARDS OF RESPONSIBILITY

L.26.1 Pursuant to 27 DCMR, 2200.4 (a) through (h), the prospective Contractor shall submit the following documentation, within ten (10) days of the request by the District, in order to be determined responsible:

L.26.1.1 Evidence of financial resources adequate to perform the Contract, or ability to obtain them;

L.26.1.2 Evidence of ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

L.26.1.3 A satisfactory performance record;

L.26.1.4 A satisfactory record of integrity and business ethics;

L.26.1.5 The necessary organization, experience, accounting and operational controls and technical skills, or the ability to obtain them;

L.26.1.6 Compliance with the applicable District licensing and tax laws and regulations;

L.26.1.7 The necessary production, construction and technical equipment and facilities or the ability to obtain them, and

L.26.1.8 Other qualifications and eligibility criteria necessary to receive an award under the applicable laws and regulations.

L.26.2 If the prospective Contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective Contractor to be non-responsible.

PART V

SECTION M - EVALUATION PREFERENCE POINTS

M.1 SMALL BUSINESS SET-ASIDE SOLICITATION WITH NO SUBCONTRACTING SET-ASIDE

M.2 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

M.2.1 Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.2.2 General Preferences

M.2.3 For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- M.2.3.1** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.2.3.2** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.2.3.3** Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.2.3.4** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;

M.2.3.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

M.2.3.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.2.4 Application of Preferences

M.2.4.1 The preferences shall be applicable to prime contractors as follows:

M.2.4.1.1 Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).

M.2.4.1.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

M.2.4.1.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

M.2.4.1.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

M.2.4.1.5 Any prime contractor that is a DZE certified by the SLBOC

or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

M.2.4.1.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.2.5 Maximum Preference Awarded

M.2.5.1 Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.2.6 Preferences for Certified Joint Ventures

M.2.6.1 When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.2.7 Vendor Submission for Preferences

M.2.7.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.2.7.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.2.7.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.2.7.1.3 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

M.2.7.1.4 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.3 OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE

M.3.1 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

M.3.1.1 Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.3.2 General Preferences

M.3.2.1 **For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:**

M.3.2.1.1 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;

M.3.2.2.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;

- M.3.2.2.3** Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.3.2.2.4** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.3.2.2.5** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.3.2.2.6** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.3.3 Application of Preferences

- M.3.3.1** The preferences shall be applicable to prime contractors as follows:
 - M.3.3.1.1** Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
 - M.3.3.1.2** Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
 - M.3.3.1.3** Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to

the overall score for proposals submitted by the LRB in response to an RFP.

M.3.3.1.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

M.3.3.1.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

M.3.3.1.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.3.4 Maximum Preference Awarded

M.3.4.1 Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.3.5 Preferences for Certified Joint Ventures

M.3.5.1 When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.3.6 Vendor Submission for Preferences

M.3.6.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.3.6.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.3.6.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.3.6.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

M.3.6.2.1 Department of Small and Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

M.3.6.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.