

 <b><u>SOLICITATION, OFFER AND AWARD</u></b> Construction, Design and Building Renovation Group	<b>1. <u>Solicitation No.:</u></b> <b>DCAM-2008-R-0013</b> <b>Indefinite Delivery/Indefinite Quantity Construction Management Services for the DOES Headquarters Building</b>	<b>2. <u>Type:</u></b> <input type="checkbox"/> <u>Sealed Bid (IFB)</u> <input checked="" type="checkbox"/> <u>Negotiated (RFP)</u>	<b>3. <u>Date Issued:</u></b> March 13, 2008	<u>Page 1 of 80</u>
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4. Contract Number	5. Requisition/Purchase Request No.	6. <input checked="" type="checkbox"/> Open Market with 35% set-aside For SBE and LSDBE subcontracting (see Sec-M.4.2) <input type="checkbox"/> SBE Set-Aside (see Sec-M) Mandatory 35% SBE Subcontracting requirement
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<b>7. Issued By:</b> <b>Office of Contracting and Procurement</b> <b>Construction, Design and Building Renovation Group</b> <b>441- 4th Street, N.W., Suite 700-South</b> <b>Washington, D.C. 20001</b>	<b>8. Address Offer To:</b> <b>Office of Contracting and Procurement</b> <b>Bid Counter, Suite 703S</b> <b>441 4<sup>th</sup> Street, N.W.</b> <b>Washington, D.C. 20001</b>
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9. For information contact:	A. Name: Debor Dosunmu	B. Telephone (No collect calls)			C. E-mail Address <u>Debor.Dosunmu@dc.gov</u>
	(Area Code) 202	(Number) 724-3846	(Ext)		

**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 5 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 p.m. local time on April 14, 2008.**

(Hour) (Date)

The District requires performance of the work described in strict accordance with the following:

- |  |                       |
|--|-----------------------|
| ▪ Schedule                                 | Section B, page 3-14  |
| ▪ Description/Specification/Work Statement | Section C, page 15-31 |
| ▪ Packaging and Marking                    | Section D, page 32    |
| ▪ Inspection and Acceptance                | Section E, page 33    |
| ▪ Deliveries or Performance                | Section F, page 34-36 |
| ▪ Contract Administration Data             | Section G, page 37-42 |
| ▪ Special Contract Requirements            | Section H, page 43-50 |
| ▪ Contract Clauses                         | Section I, page 51-54 |
| ▪ List of Attachments                      | Section J, page 55    |
| ▪ Certifications and Representations       | Section K, page 56-63 |
| ▪ Instructions to Offerors                 | Section L, page 64-74 |
| ▪ Evaluation Factors                       | Section M, page 75-80 |

12. The Contractor shall begin performance and complete all the work within \_\_\_\_\_ calendar days from the date specified in the written  
 Award  Notice to Proceed. This performance period is  Mandatory  Negotiable  Not Applicable

13. The Contractor must furnish the required performance and payment bonds.

yes, within ten (10) calendar days after receiving the Notice of Intent to Award  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  is required  is not required

Government of the District of Columbia

Office of Contracting and Procurement

STANDARD FORM A - Dated May 2001

**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.											
<b>21. ACKNOWLEDGEMENT OF AMENDMENTS</b>											
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	
<b>AWARD (To be completed by the District)</b>											
23. Amount				24. Accounting and Appropriation data							
25. PAYMENT WILL BE MADE BY: Office of the Chief Financial Officer 441 4 <sup>th</sup> Street, N.W., Suite 850 North Washington, DC 20001						26. Submit invoices as instructed in Section G of this solicitation (Contract Administration Data)					
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 27 OR 28 AS APPLICABLE</b>											
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 Contracting Officer (Type or Print)					
29A. Signature			29B. Date			30A. Signature			30B. Date		

STANDARD FORM A - Dated May 2001

**PART - 1**

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

- B.1** The Office of Contracting and Procurement (OCP) of the District of Columbia Government (District) is seeking a contractor to provide Construction Management (CM) services for the new Department of Employment Services (DOES) Headquarters Building to be located at the Minnesota Avenue and Benning Road Government Center in North East, DC.
- B.2** This Request for Proposals is designated as an open market procurement with 35% subcontracting set-aside 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”, as amended for each Task Order to be executed on the contract. For more information on the program, offerors are encouraged to visit the official site at <http://dslbd.dc.gov>
- B.3** This solicitation will establish an Indefinite Delivery/Indefinite Quantity (ID/IQ) Construction Management (CM) Services contract with payment based upon Fixed Price Task Orders, to assist OPM in construction management and other related activities spanning the design, bidding, construction, commissioning, occupancy and activation phases that are required for the construction of the DOES Headquarters Building.
- B.3.1** Following the procedures in Contract Section G.10, the District will issue to the Contractor a 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.
- B.4** This is an ID/IQ contract for the supplies or services specified, and effective for the period stated in Section F.2.
- B.4.1** 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.
- B.4.2** There is no limit on the number of orders that may be issued on this contract.
- B.4.3** 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.

**B.5** 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 package. This solicitation does not guarantee that the District shall use all these labor categories.

**B.6 SCHEDULE**

**DESCRIPTION**

The Contractor shall provide Construction Management Services in accordance with Section C of this document. The listed hours represent the District’s estimate of the CM 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 Offeror 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 and the reimbursement ceiling, for the base year and option years. *See* Section M.3.3. Offerors 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>BASE YEAR</b> (One year from date of award)			
Labor Category	Hourly Rate	Estimated Number of Hours	Total Amount
1. Principal/ Construction Executive		80	
2. Project Manager, Sr.		2080	
3. Project Manager, Jr.		640	
4. Architect, Sr.		360	
5. Architect, Jr.		360	
6. Mechanical Engineer		360	
7. Plumbing, Sr. Engineer		360	
8. Plumbing Engineer		360	
9. Electrical, Sr. Engineer		360	
10. Electrical Engineer		360	
11. Office Administrative Support		120	
12. Specification Writer		320	
13. Cost Estimator		360	
14. Fire Protection Engineer		120	
15. Structural, Sr. Engineer		360	

**Indefinite Delivery/Indefinite Quantity Construction  
Management Services for the DOES Headquarters Building**

**Solicitation No. DCAM-2008-R-0013**

16. Structural Engineer		360	
17. Civil, Sr. Engineer		360	
18. Civil Engineer		360	
19. Quality Control Superintendent		160	
20. Project Claims Analyst		10	
21. Noise/Acoustical Engineer, Sr.		80	
22. Interior Architect, Sr.		80	
23. Interior Architect		80	
24. Space Planner, Sr.		80	
25. Space Planner		80	
26. Security Systems Contractor		80	
27. Roofing Inspector		10	
28. Safety/OSHA Inspector		10	
29. Concrete/Masonry Inspector		10	
30. General Inspector		10	
31. Graphic Artist		80	
32. Land Use Specialist		120	
33. Permitting Expeditor		160	
34. MEP Commissioning Manager		160	
35. Test and Balance (TAB) Specialist		10	
36. Site Administrative Assistant		320	
37. Project Coordinator – Community Outreach		320	
38. Clerk II		10	
39. Sr. Cost Estimator		360	
40. Sr. Scheduler		180	
41. Contract Manager		40	
42. Project Controls Specialist		180	
43. Geotechnical Engineer		10	
44. Geotechnical Inspector		10	
45. M/E/P Inspector		10	
46. Architectural Inspector		10	
47. Civil Inspector		10	
48. Interior Finishes Inspector		10	
49. Hazardous Materials Technician		80	
50. Environmental		120	

**Indefinite Delivery/Indefinite Quantity Construction  
Management Services for the DOES Headquarters Building**

**Solicitation No. DCAM-2008-R-0013**

Engineer, Sr.			
51. Environmental Technician		120	
52. Reimbursable/ODC Ceiling	\$300,000	Each	\$300,000
		<b>TOTAL</b>	

<b>OPTION YEAR 1</b>			
Labor Category	Proposed Hourly Rate	Estimated Number of Hours	Total Cost
1. Principal/Construction Executive		80	
2. Project Manager, Sr.		2080	
3. Project Manager, Jr.		1040	
4. Architect, Sr.		10	
5. Architect, Jr.		10	
6. Mechanical Engineer		10	
7. Plumbing, Sr. Engineer		10	
8. Plumbing Engineer		10	
9. Electrical, Sr. Engineer		10	
10. Electrical Engineer		10	
11. Office Administrative Support		10	
12. Specification Writer		10	
13. Cost Estimator		360	
14. Fire Protection Engineer		10	
15. Structural, Sr. Engineer		10	
16. Structural Engineer		10	
17. Civil, Sr. Engineer		10	
18. Civil Engineer		10	
19. Quality Control Superintendent		640	
20. Project Claims Analyst		320	
21. Noise/Acoustical Engineer, Sr.		10	
22. Interior Architect, Sr.		10	
23. Interior Architect		10	
24. Space Planner, Sr.		160	
25. Space Planner		160	
26. Security Systems Contractor		160	
27. Roofing Inspector		520	
28. Safety/OSHA Inspector		200	
29. Concrete/Masonry Inspector		2080	
30. General Inspector		2080	
31. Graphic Artist		80	
32. Land Use Specialist		120	
33. Permitting Expeditor		160	

34. MEP Commissioning Manager		2080	
35. Test and Balance (TAB) Specialist		360	
36. Site Administrative Assistant		2080	
37. Project Coordinator – Community Outreach		640	
38. Clerk II		10	
39. Sr. Cost Estimator		360	
40. Sr. Scheduler		200	
41. Contract Manager		120	
42. Project Controls Specialist		2080	
43. Geotechnical Engineer		80	
44. Geotechnical Inspector		640	
45. M/E/P Inspector		2080	
46. Architectural Inspector		2080	
47. Civil Inspector		1040	
48. Interior Finishes Inspector		520	
49. Hazardous Materials Technician		80	
50. Environmental Engineer, Sr.		120	
51. Environmental Technician		120	
52. Reimbursable/ODC Ceiling	\$300,000	Each	\$300,000
		<b>TOTAL</b>	

<b>OPTION YEAR 2</b>			
Labor Category	Proposed Hourly Rate	Estimated Number of Hours	Total Cost
1. Principal/ Construction Executive		80	
2. Project Manager, Sr.		2080	
3. Project Manager, Jr.		1040	
4. Architect, Sr.		10	
5. Architect, Jr.		10	
6. Mechanical Engineer		10	
7. Plumbing, Sr. Engineer		10	
8. Plumbing Engineer		10	
9. Electrical, Sr. Engineer		10	
10. Electrical Engineer		10	
11. Office Administrative Support		10	
12. Specification Writer		10	
13. Cost Estimator		360	
14. Fire Protection Engineer		10	
15. Structural, Sr. Engineer		10	
16. Structural Engineer		10	
17. Civil, Sr. Engineer		10	
18. Civil Engineer		10	
19. Quality Control Superintendent		640	
20. Project Claims Analyst		320	
21. Noise/Acoustical Engineer, Sr.		10	
22. Interior Architect, Sr.		10	
23. Interior Architect		10	
24. Space Planner, Sr.		160	
25. Space Planner		160	
26. Security Systems Contractor		160	
27. Roofing Inspector		520	
28. Safety/OSHA Inspector		200	
29. Concrete/Masonry Inspector		2080	
30. General Inspector		2080	
31. Graphic Artist		80	
32. Land Use Specialist		120	
33. Permitting Expeditor		160	
34. MEP Commissioning		2080	

**Indefinite Delivery/Indefinite Quantity Construction  
Management Services for the DOES Headquarters Building**

**Solicitation No. DCAM-2008-R-0013**

Manager			
35. Test and Balance (TAB) Specialist		360	
36. Site Administrative Assistant		2080	
37. Project Coordinator – Community Outreach		640	
38. Clerk II		10	
39. Sr. Cost Estimator		360	
40. Sr. Scheduler		200	
41. Contract Manager		120	
42. Project Controls Specialist		2080	
43. Geotechnical Engineer		80	
44. Geotechnical Inspector		640	
45. M/E/P Inspector		2080	
46. Architectural Inspector		2080	
47. Civil Inspector		1040	
48. Interior Finishes Inspector		520	
49. Hazardous Materials Technician		80	
50. Environmental Engineer, Sr.		120	
51. Environmental Technician		120	
52. Reimbursable/ODC Ceiling	\$300,000	EACH	\$300,000
		<b>TOTAL</b>	

<b>OPTION YEAR 3</b>			
Labor Category	Proposed Hourly Rate	Estimated Number of Hours	Total Cost
1. Principal/ Construction Executive		80	
2. Project Manager, Sr.		2080	
3. Project Manager, Jr.		640	
4. Architect, Sr.		10	
5. Architect, Jr.		10	
6. Mechanical Engineer		10	
7. Plumbing, Sr. Engineer		10	
8. Plumbing Engineer		10	
9. Electrical, Sr. Engineer		10	
10. Electrical Engineer		10	
11. Office Administrative Support		10	
12. Specification Writer		10	
13. Cost Estimator		360	
14. Fire Protection Engineer		10	
15. Structural, Sr. Engineer		10	
16. Structural Engineer		10	
17. Civil, Sr. Engineer		10	
18. Civil Engineer		10	
19. Quality Control Superintendent		1040	
20. Project Claims Analyst		520	
21. Noise/Acoustical Engineer, Sr.		10	
22. Interior Architect, Sr.		10	
23. Interior Architect		10	
24. Space Planner, Sr.		260	
25. Space Planner		260	
26. Security Systems Contractor		560	
27. Roofing Inspector		120	
28. Safety/OSHA Inspector		200	
29. Concrete/Masonry Inspector		520	
30. General Inspector		2080	
31. Graphic Artist		10	
32. Land Use Specialist		10	
33. Permitting Expeditor		160	
34. MEP Commissioning		2040	

**Indefinite Delivery/Indefinite Quantity Construction  
Management Services for the DOES Headquarters Building**

**Solicitation No. DCAM-2008-R-0013**

Manager			
35. Test and Balance (TAB) Specialist		1040	
36. Site Administrative Assistant		2080	
37. Project Coordinator – Community Outreach		640	
38. Clerk II		10	
39. Sr. Cost Estimator		360	
40. Sr. Scheduler		520	
41. Contract Manager		240	
42. Project Controls Specialist		1040	
43. Geotechnical Engineer		40	
44. Geotechnical Inspector		120	
45. M/E/P Inspector		2080	
46. Architectural Inspector		2080	
47. Civil Inspector		520	
48. Interior Finishes Inspector		2080	
49. Hazardous Materials Technician		10	
50. Environmental Engineer, Sr.		10	
51. Environmental Technician		10	
52. Reimbursable/ODC Ceiling	\$300,000	EACH	\$300,000
		<b>TOTAL</b>	

<b>OPTION YEAR 4</b>			
Labor Category	Proposed Hourly Rate	Estimated Number of Hours	Total Cost
1. Principal/Construction Executive		80	
2. Project Manager, Sr.		2080	
3. Project Manager, Jr.		640	
4. Architect, Sr.		10	
5. Architect, Jr.		10	
6. Mechanical Engineer		10	
7. Plumbing, Sr. Engineer		10	
8. Plumbing Engineer		10	
9. Electrical, Sr. Engineer		10	
10. Electrical Engineer		10	
11. Office Administrative Support		10	
12. Specification Writer		10	
13. Cost Estimator		360	
14. Fire Protection Engineer		10	
15. Structural, Sr. Engineer		10	
16. Structural Engineer		10	
17. Civil, Sr. Engineer		10	
18. Civil Engineer		10	
19. Quality Control Superintendent		1040	
20. Project Claims Analyst		520	
21. Noise/Acoustical Engineer, Sr.		10	
22. Interior Architect, Sr.		10	
23. Interior Architect		10	
24. Space Planner, Sr.		260	
25. Space Planner		260	
26. Security Systems, A/V Contractor		560	
27. Roofing Inspector		120	
28. Safety/OSHA Inspector		160	
29. Concrete/Masonry Inspector		160	
30. General Inspector		2080	
31. Graphic Artist		10	
32. Land Use Specialist		10	
33. Permitting Expeditor		160	

**Indefinite Delivery/Indefinite Quantity Construction  
Management Services for the DOES Headquarters Building**

**Solicitation No. DCAM-2008-R-0013**

34. MEP Commissioning Manager		2080	
35. Test and Balance (TAB) Specialist		640	
36. Site Administrative Assistant		1040	
37. Project Coordinator – Community Outreach		640	
38. Clerk II		10	
39. Sr. Cost Estimator		360	
40. Sr. Scheduler		520	
41. Contract Manager		240	
42. Project Controls Specialist		1040	
43. Geotechnical Engineer		40	
44. Geotechnical Inspector		120	
45. M/E/P Inspector		1040	
46. Architectural Inspector		1040	
47. Civil Inspector		520	
48. Interior Finishes Inspector		1040	
49. Hazardous Materials Technician		10	
50. Environmental Engineer, Sr.		10	
51. Environmental Technician		10	
52. Reimbursable/ODC Ceiling	\$300,000	EACH	\$300,000
		<b>TOTAL</b>	

**PART I**

**SECTION C: SCOPE/ SPECIFICATIONS/ DRAWINGS**

**C.1 SCOPE OF WORK**

This is an ID/IQ contract to provide Construction Management (CM) and related services in accordance with terms and conditions of this contract for the Government of the District of Columbia's construction of a new headquarters building to house the Department of Employment Services (DOES) at the Minnesota Benning Government Center in Northwest Washington, DC.

**C.2 DEFINITIONS**

- C.2.1** The term "District" shall be defined as the Government of the District of Columbia.
- C.2.2** The acronym "CM" shall be defined as the Construction Management Services Contractor or the "Contractor".
- C.2.3** The term "Project" shall be defined as the District of Columbia's construction of a new DOES Headquarters Building at the Minnesota Benning Government Center.
- C.2.4** The acronym "CO" shall be defined as the District's Contracting Officer.
- C.2.5** The acronym "COTR" shall be defined as the District's Contracting Officer's Technical Representative.
- C.2.6** The acronym "AE" shall refer to the Architect Engineer contracted by the District to design the Project.
- C.2.7** The acronym "D&P" shall be defined as Devroux & Purnell, Architects and Planners PC
- C.2.8** The acronym "GC" shall refer to the Construction General Contractor.
- C.2.9** The acronym "OPM" shall be defined as the Office of Property Management.
- C.2.10** The acronym "DOES" shall be defined as the Department of Employment Services.
- C.2.11** The acronym "DCRA" shall be defined as the Department of Consumer and Regulatory Affairs.
- C.2.12** The acronym "Project Delivery Team" shall be defined as the District's Project Manager, Construction Manager and the Architect of Record.
- C.2.13** The acronym "RFI" shall be defined as Request for Information.
- C.2.14** The acronym "NONC" shall be defined as Notice of Non-compliance.
- C.2.15** The acronym "IDW/P" shall be defined as Incomplete and Deficient Work/Punchlist.
- C.2.16** The term "other contractors" shall be defined as Verizon, Pepco, Washington Gas, and Comcast.
- C.2.17** The acronym "TO" shall be defined as a Task Order executed by the District's CO to the Contractor to perform work on the project.
- C.2.18** The acronym "RFTOP" shall be defined as the District's Request for Task Order Proposal.
- C.2.19** The acronym "PM" shall be defined as the District's Project Manager.
- C.2.20** The acronym "DOL" shall be defined as the Federal Department of Labor.
- C.2.21** The acronym "BCD" shall be defined as a Basic Change Directive.
- C.2.22** The acronym "MPS" shall be defined as Master Project Schedule.
- C.2.23** The acronym "CPM" shall be defined as the Critical Path Method, a project

management information software.

**C.2.24** The acronym “QA/QC” shall be defined as Quality Assurance/Quality Control.

**C.2.25** The acronym “MIS” shall be defined as Management Information System.

**C.2.26** The acronym “ODC” shall be defined as Other Direct Costs. This cost include, but not limited to computers, printers, office supplies, temporary/project office rentals, clean-up services, security alarm systems, safety gear, project amenities, third party reimbursements, webcam setup & maintenance, professional photographer services, and attorney services in support of zoning requirements.

**C.2.27** The phrase “General Condition Items” basically covers the terms and conditions for the construction contract.

### C.3 BACKGROUND

The project consists of a new five (5) story, 225,000 square foot, office building with one and one-half stories of underground parking and a partial basement, and includes general building construction with associated site, utilities, mechanical, plumbing and electrical work. The construction budget is approximately \$50M - \$60M. The headquarters design is planned to be LEED "Silver" certified. Devroux & Purnell Architects/ Planners is the Architect/Engineer of Record. The Construction Documents are 100% complete. Invitation for Bids for the DOES Headquarters Project was advertised January 4, 2008. The anticipated project schedule is:

Bidding & Award of Contract	FY 2008 (3 <sup>rd</sup> Quarter)
Building Construction	FY 2008 (3 <sup>rd</sup> Quarter) thru FY 2010 (3 <sup>rd</sup> Quarter)
Commissioning & Occupancy	FY 2010 (4 <sup>th</sup> Quarter)

### C.4 SERVICES REQUIRED

The CM shall provide oversight of all construction services and furnish all necessary labor and services as necessary to assist the District in the planning, design-management, construction-management and control, commissioning, and occupancy of the project and ensure that: construction shall be monitored to ensure the GC's delivery of the DOES office building and other related work under the Contract is on-budget and on-time. These services include but are not limited to those enumerated herein. Oversight includes all project related work, assembly, and testing of all materials and equipment to be used on or in the office building as well as the GC's coordination of all trade work and management of all aspects of the construction work on the project. The CM shall develop and maintain a cost management tracking system and assist OPM in defining other documents, cost and time analysis for any change orders or claims. The CM shall provide complete daily on-site project management support to the District and inspection services for monitoring and controlling the construction of the DOES building and related work by another contractor (to be named), as required by the COTR on this project, including but not limited to the following:

#### C.4.1 CONSTRUCTION PHASE

The CM shall perform the following task during the Construction Phase:

- C.4.1.1 On-site office:** Furnish and maintain an on-site office for the duration of the construction phase. The CM shall be provided with telephone and utility services (including connections) by the District at no expense to the CM. The on-site office shall at a minimum contain furnished offices as required for the CM staff, a conference room with capacity to seat a minimum of 20 people, two 120 square feet offices for the District staff, a 120 square feet office for temporary/visitor staff use, a plan desk work area sufficient to contain all the contract documents, toilet rooms and a kitchenette with a refrigerator and a microwave. The CM shall provide a full size scanning copier capable of making all regular sizes of copies including 11" x 17" with reduction and enlargement

capabilities; and a high speed fax machine and all computers, printers and other equipment as required for its own staff. The CM shall be responsible for the selection, renting, furnishing, installation, maintenance, cleaning, fencing, security, insurance, removal, and all supplies for its construction office.

- C.4.1.2 Phase Transition:** Oversee the transition between design and construction, including logging and monitoring Requests for Information (RFIs) submitted by the GC, the architect's associated responses, incorporation thereof in the contract documents, and any associated clarifications requested by the GC in commencing his buyout and submittal process.
- C.4.1.3 Team Meeting Leadership:** Lead regularly scheduled project meetings with members of the Project Delivery Team for the purpose of continually assessing the project status and to ensure conformity with project costs, schedule, and performance goals. Prepare and distribute minutes of all such meetings. Attend and actively participate in GC trade pre-construction and other coordination meetings as necessary and appropriate.
- C.4.1.4** Conduct Pre-Construction Meetings and explain construction management inspection, quality controls, and contract administration procedures to the Contractor;
- C.4.1.5 Schedule Management:** Log in and review the GC's initial cost loaded CPM
- C.4.1.6 Cost Management:** Actively manage all aspects of costs during the construction phase. Update all budget cost categories as necessary to maintain an accurate cost picture for the project. Provide in the written monthly reports to the COTR a comparison of budgeted costs with current cost estimates. Advise the COTR immediately whenever a cost category estimate is tending to exceed funds budgeted. Monitor RFIs and submittals for developments which could develop into future requests for change orders. Validate all requests for change with existing contract scopes to make certain that the District receives everything contracted for under the base contracts. Review all change proposal requests; provide cost and/or time analyses, and make recommendations for revision or approval.
- C.4.1.7 Quality Control, Monitor, Analyze, Recommend:** Continually monitor and analyze the ongoing construction effort, focusing on conformity with project quality, cost and schedule requirements. Prepare daily inspection reports for each discipline. Implement other on-site processes and procedures as needed for quality control, including but not limited to RFI's, NONC and IDW.
- C.4.1.8 Inspections Assistance:** Assist the A/E in monitoring work in place relative to compliance with contract documents and corrective action resulting from inspections. Ensure the A/E teams are performing appropriate on-site inspections and review their reports relative to non-compliant work and corrective actions by the GC. Ensure that all non-compliant work identified during the construction of the project has been corrected prior to substantial

completion. Assist the A/E in developing an appropriate punchlist of outstanding items to be corrected at the time of substantial completion. Monitor the completion of punchlist items by the GC.

- C.4.1.9 Manage Information Flow:** Monitor timely responses from the Project Delivery Team to the GC's RFIs. Monitor the time of submission and the processing of shop drawings, samples and other separate contractor submittals. If submittals and/or responses are not being received in a timely manner, the CM shall ascertain the reason therefore, make recommendation to the CTOR and CO, and take such action as may be deemed appropriate to eliminate lags delays.
- C.4.1.10 Requests for Payment:** Review all applications for payment submitted by the A/E, Contractors, GC, and other Contractors, and make recommendations for revisions and/or payment. Review the GCs' as-built drawings to ensure that they are accurate and updated prior to approval of the monthly payment.
- C.4.1.11 Safety:** Review the safety program developed by the GC and monitor compliance by the GC with all contractual safety requirements. Cooperate with officials of other agencies (Federal and/or local) who are vested with authority to enforce requirements of the Occupational Safety and Health Act of 1970.
- C.4.1.12 Approvals by Regulatory Agencies:** Coordinate any required regulatory submissions, payments, and inspections. Track and monitor progress and notify the District of any potential problems or schedule delays, and provide recommendations for mitigating related imports. At the request of the District, the Contractor shall hire a Third-Party Inspector, licensed in the District of Columbia (a list of licensed individuals and companies and the application for licensing is available on the website of DCRA at [dcra.dc.gov](http://dcra.dc.gov)), to perform inspection services required for obtaining Certificate of Occupancy.
- C.4.1.13 Reporting:** Provide to the COTR written monthly reports documenting progress, budget, schedule, and required actions and decisions in the form established during the planning phase.
- C.4.1.14 Record Keeping:** Maintain at the job site on a current basis records of all contracts; all change orders and documents related thereto; all records relating to shop drawings, samples, purchase, materials, equipment, correspondence, daily diary, and all other records related to this contract and construction work. Maintain records in electronic format to the extent possible and practical. Deliver these records to the COTR prior to final payment under this contract. Maintain a detailed daily diary of all events that occur at the job site which affect, or may be expected to affect project progress and recommend solutions. Take digital photos of construction progress on a weekly basis at a minimum and problems areas on an as-needed basis. Effectively label, log, and file photographic records.

- C.4.1.15 Labor Standards:** Assist the COTR in the enforcement of Labor Standards Provision of the construction contract(s). Interview employees of the construction contractor(s) and subcontractor(s) for proper classification and rate of pay as required by regulations issued by the Department of Labor implementing construction labor standards (29 CFR Pat 5). Observe and report to the COTR any disproportionate number of laborers, helpers, and apprentices to journeymen. Review all construction contractor payrolls after receipt from the construction contractor; prepare letter for the COTR's signature informing contractor of violations and corrective action to be taken; maintain a suspense system on all violations until resolved. Assist the District in reporting to DOES.
- C.4.1.16 Subcontractor Plans:** Monitor GC's compliance with Local, Small, and Disadvantaged Business Enterprises (LSDBE) requirements, subcontracting plans and other contract requirements.
- C.4.1.17 Claims:** Whenever any claim arises under or out of any construction or separate procurement contract awarded by the District in furtherance of this project, the CM shall diligently render all assistance which the District may require, including the furnishing of reports with supporting information necessary to resolve the dispute or defend against the claim, participation in meetings or negotiations with the claimant or its representatives, preparation of cost/time analysis, appearance before Contract Appeals Board or court of law, and other assistance as may be appropriate. Should litigation support services be required, a separate task order will be negotiated based on the same hourly rates specified under this contract.
- C.4.1.18 Operational Planning:** Assist the District in the development of a consolidated maintenance contract solicitation to be bid and awarded prior to occupancy. Ensure that such solicitation will capture the specifics of this project.
- C.4.1.19** Log-in submittals of material samples, catalog cuts, shop drawings, and assist the COTR in approval of the same;
- C.4.1.20** Record and maintain daily record of construction activities, weather conditions, personnel and equipment on-site, field problems, resolutions, safety/code violations and work-log;
- C.4.1.21** Act as liaison between the contractor, COTR, Designer, and coordinate with other agencies for ensuring steady communications and work progress;
- C.4.1.22** Participate and assist in project planning meetings as needed;
- C.4.1.23** Conduct and record minutes of weekly progress review meetings, including discussions on progress of the CPM activities and their costs plus a look-ahead forecast of construction activities and field problems; following a CM-generated agenda with the GC and all trades;

- C.4.1.24** Review contract specifications and drawings. Provide clarifications to the contractor, designer and COTR; including advance suggestions or recommendations if there is discovered the potential for future claim, change order in construction and/or safety issues;
- C.4.1.25** Provide technical clarification of drawings and specifications to the contractor when made through Request for Information (RFI) in coordination with the Designer, PM and/or the COTR;
- C.4.1.26** Monitor general safety and signage and posting for the project and see that the GC and each subcontractor prepare and submit an adequate safety program and other reports required under the contract; monitor the same throughout the project;
- C.4.1.27** Provide OPM with a written monthly report that includes (i) an updated CPM schedule analysis, (ii) an updated cost report, and (iii) a monthly review of cash flow;
- C.4.1.28** Review and process change orders and claims with the GC to verify merit, purpose and cost;
- C.4.1.29** Review shop drawings for conformance to Contract Documents, and if appropriate, forward to the Architect for approval;
- C.4.1.30** Review GC payment requests, verify accuracy and forward to OPM and the District for approval;
- C.4.1.31** Review and analyze proposed changes and contractor claims, and prepare independent cost and time analysis/estimates for use in negotiations. Assist in negotiation with Contractor and prepare BCDs, Change Order/Modification packages for COTR and CO's approval;
- C.4.1.32** Assist in negotiations of any contract closeout changes, claims, assessment of any potential liquidated damages and prepare related packages;
- C.4.1.33** Guide the GC in the assembly of documents required for project turnover;
- C.4.1.34** Provide assistance to OPM through compiling the listing and associated documents for all items under warranty; and
- C.4.1.35** Assist the COTR to enforce Labor Standards Provision of the construction contract(s). Interview employees of the construction contractor(s) and subcontractor(s) for proper classification and rate of pay as required by regulations issued by the DOL implementing construction labor standards (29 CFR Pat 5). Observe and report to the COTR any disproportionate number of laborers, helpers laborers, helpers, and apprentices to journeymen. Review all construction contractor payrolls after receipt from the construction contractor; prepar letter for the COTR's signature informing contractor of violations and

corrective action to be taken; and maintain a suspense system on all violations until resolved.

- C.4.1.36** Assist COTR and CO in monitoring Contractor compliance with SBE/LSDBE requirement, subcontracting plan and other contract requirements.

**C.4.2 KEY PERSONNEL**

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty (30) calendar days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. The offeror shall not reassign these key personnel or appoint replacements, without written permission from the Contracting Officer.

**C.5 COMMISSIONING and OCCUPANCY**

- C.5.1 Occupancy Plan:** Develop a detailed transition management and construction contract closeout plan, schedule and detailed checklist and assign responsibilities and deadlines to Team members.

- C.5.2 Commissioning:** Coordinate the commissioning activities of the GC, AE, District Operations personnel, and commissioning contractor. Monitor initial start-up and testing of all HVAC systems for the project and all other base building systems and/or central plant, to confirm compliance with design and performance specifications, and supervise the building start-up and initial system operations and coordinate any adjustments or modification to such systems.

- C.5.3 Turnover:** Monitor and confirm compliance of all project turnover requirements including commissioning, record documents, and training. Schedule and monitor all product and equipment demonstrations and training. Organize, review for completeness, and deliver to District all closeout documents including as-built drawings, warranties, preventative maintenance plans, final lien releases, and obtain, summarize, and collate all manufactures' warranties in both original hard copy and electronic formats. Coordinate, check, and monitor the delivery and storage of "attic stock" materials, parts, and supplies as directed by the COTR.

- C.5.4. Punch lists:** Coordinate, review, and ensure the completeness of all "punch lists" prepared by AE for finalizing the work; monitor the GC to ensure the satisfactory completion of the punch lists.

- C.5.5 Construction Contract Close-out:** Review and consult with CO and COTR any final project claims and proposed final change orders and closeout of all contracts. Coordinate and effect release of any sureties, bonds, the refund of any deposits posted or the release and/or reduction of any letters of credit posed as bonds posted related to the development phase.

- C.5.6**     **Warranty:** Establish the process and coordinate performance of warranty work. Coordinate performance of warranty and defective work for a period of one year following substantial completion.

**C.6**     **OTHER SERVICES**

When required and authorized by the CO, the Contractor shall provide the following services to the District:

- a. Contractor inspection services;
- b. Services provided within three months after completion and acceptance of construction with the exception of post construction claims services;
- c. Engineering studies and/or updates to prior studies;
- d. Other specialized services as may be requested by the COTR such as updates to master or environmental plans, interior space planning, etc.
- e. Facility/Building Support Service surveys;
- f. Photographic records beyond the normal scope of inspection services provided;
- g. Aerial photographs;
- h. Expert testimony; and
- i. Provision of special plant facilities and equipment such as: trailers, unusual testing apparatuses, etc.;
- j. Testing Services: When required to support work being performed under any of the major project phases, the Contractor may be asked to provide the quality/quantity testing services.

**C.7**     **CONTRACTOR'S RESPONSIBILITY**

**C.7.1** Task Orders will be issued under this contract to implement requirements of the DOES Headquarters Building construction project. The numbers, types, and functional involvement of the Contractor's personnel may vary during the period of performance within each Task Order. However, the Contractor staff's commitment is required throughout the project as specified in the Task Order. The Contractor is required to take the initiative and actively pursue the earliest possible completion of all services. The Contractor must manage its staff commitments during such fluctuations among Project Phases in cooperation with the COTR. Accordingly, the Contractor shall perform all the required services, including assistance in claims analysis and resolutions, and other miscellaneous services when required by the District, as appropriate, adequate and necessary to ensure that:

**C.7.1.1**     The scope of the project, determined during the pre-design period, is well defined. It meets OPM's requirements specifically and tailored to fit within the project budget;

**C.7.1.2**     The project has been designed in accordance with the scope of work and applicable codes and within the allocated budget;

- C.7.1.3** Necessary liaisons and coordinated support is maintained with project related agencies and representatives as requested by the COTR, and that any needed follow-up actions are taken, regardless of responsibilities required of the A-Es; and that
- C.7.1.4** Cost estimates prepared by A-E, where applicable, are fair & reasonable.
- C.7.2** The DOES project is considered to be highly complex services, which the Contractor is required to provide include, but are not limited to those described or specified herein. The services so described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned. The Contractor is required to furnish all other services necessary to fulfill the undertakings set out in this contract at the fixed price for each Task Order.
- C.7.3** The CM shall provide personnel sufficient to meet the demands of the project and qualified in the planning and execution of large, technically complex construction projects. Personnel shall include but not be limited to professional design/engineering personnel, project managers, project management control system managers, construction estimators, construction Critical Path Method (CPM) schedulers and construction inspectors. CM personnel assigned to this project shall be dedicated to the Project and during the Construction Phase located in CM provided office space on the project site. Design reviews and cost estimating personnel shall be located in the CM's office within a 20 mile radius of the District.

**C.8 EXCLUSIONS TO CONTRACTOR RESPONSIBILITY**

The Contractor will not be held responsible for:

- C.8.1.** Design deficiencies, provided the Contractor has reviewed the contract drawings and specifications during the construction phase and advised the COTR of any apparent defects or omissions in a timely manner;
- C.8.2.** Defects identified in the later phase of any completed work, provided that the Contractor exercised all due diligence, utilizing competent personnel within authorized definitions to make reasonably certain that construction was performed in conformity with applicable construction contract plans and specifications.
- C.8.3.** Project completion delay, provided the Contractor has taken all reasonable measures to anticipate problems by the scheduled construction milestone dates and timely notifying concerned parties in writing in advance. The Contractor will keep COTR fully updated of possible solutions in writing well in advance of anticipated delay;
- C.8.4.** The Contractor is not responsible for and will not have control or be in

charge of construction means, methods, techniques, sequences or procedures; safety programs or procedures; or for acts or omissions of other contractors, agents or employees, or any other persons performing any of the work. However, the Contractor must anticipate problems and immediately act to preclude or mitigate any negative effects on the construction project(s). The Contractor will keep COTR fully updated in writing of any anticipated time overruns in advance and timely advice on possible solutions.

**C.9 OFFICE FACILITIES (OFF WORK SITE)**

Unless otherwise stated in the Task Order, the District shall provide the Contractor physical space, furniture, all office equipment and supplies, utility, telephone instruments and service, janitorial services, and security at the construction sites, if available. Therefore, any costs related to these items must be excluded from the overhead costs or markups in future price proposals for any Task Order. The Contractor shall be responsible for any losses of items it owned and for District property loaned for Contractor use.

**C.10 RECORDS OF SERVICES PROVIDED**

**C.10.1** Logs: The Contractor shall develop the log forms and coordinate their format and approval with the COTR. The Contractor shall provide and maintain these registration logs at the work site.

**C.10.2** All Contractor employees and/or consultants and/or subcontractors shall sign the logs when reporting to and leaving the site.

**C.10.3** The logs shall be clearly legible and show services provided (e.g., review concepts, inspect foundation steel, meet with AE to discuss availability of structural steel, etc.), location of the project; and names and positions of Contractor personnel providing the services, and the number of hours each person spent on performing the services. The originals of these logs shall be retained by the Contractor. Copies of monthly logs shall be sent along with progress payment requests to the COTR. Payment requests will not be considered complete unless accompanied by the logs.

**C.10.4** Logs shall be available for inspections by the District at all times.

**C.10.5** Status Information: The Contractor shall keep COTR apprised daily of project activities, schedules, and any issues relative to work in progress.

**C.11 CONTRACTOR PERSONNEL STAFFING AND ASSIGNMENTS**

**C.11.1 Assignments:** The Contractor shall provide secretarial and clerical, administrative, and technical personnel as needed to perform work specified during all project phases. The Contractor is required to dedicate key personnel as named, committed and accepted in its proposal.

**C.11.2 Staffing:** Before performance of any contract work, the Contractor shall provide the most appropriately qualified members of its permanent full-time staff unless the CO

approves the use of other than permanent full-time personnel. The Contractor is required to submit for administrative approval by the CO listings of the project team members by names, organizations, and roles.

**C.11.3 Subcontractors and Consultants:** Substitutions of subcontracted or Contractor firms included in the original contract are subject to the written approval of the COTR. Changes in individuals employed by these firms will be approved administratively by letter between the COTR and Contractor. The Contractor must submit the list of all Sub-Consultants that they plan to use, along with staff list and qualifications.

**C.12 ORIENTATION OF PERSONNEL:**

All staffs proposed by the Contractor shall receive an orientation program offered by District. The Contractor shall forward the names of personnel who possess the knowledge and experience for required task order to the COTR. The District will provide general guidance regarding the specific needs of its operation and procedures on an “as needed basis”.

**C.13 CONTRACTOR PERSONNEL BUSINESS DISCIPLINES:**

The Contractor shall establish and maintain businesslike and cooperative relations with the construction contractors and representatives, the COTR, and through the COTR with the client agency at the work site.

**C.13.1** The Contractor shall deal with prime contractors, but not with subcontractors.

**C.13.2** Contractor personnel shall not settle disputes or differences of opinion between prime contractors and their subcontractors, or between subcontractors.

**C.13.3** Where differences of opinion exist between Contractor personnel and District personnel, the differences shall not be discussed in the presence of any contractors or their subcontractors.

**C.13.4** The Contractor shall not issue oral instructions to, or make any agreements with, prime contractors or their representatives which affect the work in material ways, or which may result in claims.

**C.13.5** The Contractor shall not assume responsibilities of the construction contractors, particularly in areas of coordination of work to be performed by subcontractors.

**C.14 CONTRACTOR EMPLOYEE QUALIFICATIONS:** The following minimum qualifications are required for each of the labor categories required on the contract.

**C.14.1 Principal/ Construction Executive:** A senior executive with extensive experience in real estate and construction management fields organizing and managing large or medium building construction projects of similar complexity and magnitude.

- C.14.2**      **Project Manager Senior:** A senior executive with extensive experience in the real estate and construction management field organizing and managing large or medium building construction projects of similar complexity and magnitude. The candidates for this position shall be a registered professional (AIA, PE, PMP, CAMP), or BS degree in architect, engineering, planning or construction management.
- C.14.3**      **Project Manager Junior:** Professional Engineer in Training, Architect or Construction Manager with experience in organizing and managing large or medium building construction projects of similar complexity and magnitude.
- C.14.4**      **Architect Senior:** Professional Architect with experience in management of large or medium building construction projects of similar complexity and magnitude. The candidates for this position shall be a registered professional (AIA, PE, PMP, CAMP), or BS degree in architect, engineering, planning or construction management.
- C.14.5**      **Architect Junior:** Architect with combined experience in the field office and management of large or medium building construction projects of similar complexity and magnitude.
- C.14.6**      **Mechanical Engineer:** Qualified professional in this field with related experience in large or medium building construction projects of similar complexity and magnitude.
- C.14.7**      **Plumbing, Sr. Engineer:** Qualified professional engineer in this field with related experience in large or medium building construction projects of similar complexity and magnitude.
- C.14.8**      **Plumbing Engineer:** Qualified professional in this field with related experience in large or medium building construction projects.
- C.14.9**      **Electrical, Sr. Engineer:** Qualified professional engineer in this field with related experience in large or medium building construction projects of similar complexity and magnitude.
- C.14.10**     **Electrical Engineer:** Qualified professional in this field with related experience in large or medium building construction projects
- C.14.11**     **Specification Writer:** Qualified professional in this field with related experience in large or medium building construction projects of similar complexity and magnitude.
- C.14.12**     **Sr. Cost Estimator:** Qualified certified professional in this field with related experience in large or medium building construction projects of similar complexity and magnitude.

- C.14.13**      **Cost Estimator:** Estimator with cost estimating, claims analyses and construction change order estimating with related experience in large or medium building construction projects of similar complexity and magnitude..
- C.14.14**      **Structural Sr. Engineer:** Qualified professional engineer in this field with related experience in large or medium building construction projects of similar complexity and magnitude.
- C.14.15**      **Structural Engineer:** Qualified professional in this field with related experience in large or medium building construction projects
- C.14.16**      **Civil Sr. Engineer:** Qualified professional engineer in this field with related experience in large or medium building construction projects of similar complexity and magnitude.
- C.14.17**      **Civil Engineer:** Qualified professional in this field with related experience in large or medium building construction projects
- C.14.18**      **Quality Control Superintendent:** Qualified professional in this field with related experience in large or medium building construction projects of similar complexity and magnitude.
- C.14.19**      **Project Claims Analyst:** Qualified professional in this field with related experience in large or medium building construction projects of similar complexity and magnitude.
- C.14.20**      **Noise/Acoustical Engineer, Sr.** Qualified professional engineer in this field with related experience in large or medium building construction projects of similar complexity and magnitude
- C.14.21**      **Interior Architect Senior:** Qualified professional engineer in this field with related experience in large or medium building construction projects of similar complexity and magnitude
- C.14.22**      **Interior Architect:** Qualified professional in this field with related experience in large or medium building construction projects
- C.14.23**      **Space Planner, Sr.:** Qualified certified professional in this field with related experience in large or medium building construction projects of similar complexity and magnitude.
- C.14.24**      **Space Planner:** Qualified professional in this field with related experience in large or medium building construction projects
- C.14.25**      **Roofing Inspector:** Qualified professional in this field with related experience in large or medium building construction projects

- C.14.26 **Land Use Specialist:** Qualified certified professional in this field with related experience in large or medium building construction projects
- C.14.27 **MEP Commissioning Manager:** Qualified certified professional engineer in this field with related experience in large or medium building construction projects of similar complexity and magnitude
- C.14.28 **Test and Balance (TAB) Specialist:** Qualified certified professional in this field with related experience in large or medium building construction projects
- C.14.29 **Site Administrative Assistant:** Administrative Assistant with extensive clerical, word processing and general office administration experience.
- C.14.30 **Project Coordinator – Community Outreach:** Qualified professional in this field with related outreach experience in large or medium building construction projects
- C.14.31 **Sr. Scheduler:** Qualified certified professional in this field with related experience in large or medium building construction projects
- C.14.32 **Contract Manager:** Qualified certified professional in this field with related experience in large or medium building construction projects
- C.14.33 **Project Controls Specialist:** Qualified professional in this field with related experience in large or medium building construction projects of similar complexity and magnitude
- C.14.34 **Geotechnical Engineer:** Qualified certified professional in this field with related experience in large or medium building construction projects of similar complexity and magnitude
- C.14.35 **M/E/P Inspector:** Qualified professional in this field with extensive related experience in large or medium building construction projects of similar complexity and magnitude
- C.14.36 **Fire Protection Engineer:** Qualified certified professional in this field with related experience in large or medium building construction projects
- C.14.37 **Security Systems Contractor:** Qualified professional in this field with related experience in large or medium building construction projects
- C.14.38 **Architectural Inspector:** Qualified professional in this field with extensive related experience in large or medium building construction projects of similar complexity and magnitude

- C.14.39**      **Civil Inspector:** Qualified professional in this field with extensive related experience in large or medium building construction projects of similar complexity and magnitude
- C.14.40**      **Interior Finishes Inspector:** Qualified professional in this field with extensive related experience in large or medium building construction projects
- C.14.41**      **Safety/OSHA Inspector:** Qualified certified professional in this field with extensive related experience in large or medium building construction projects
- C.14.42**      **Concrete/Masonry Inspector:** Qualified professional in this field with extensive related experience in large or medium building construction projects
- C.14.43**      **Geotechnical Inspector:** Qualified professional in this field with extensive related experience in large or medium building construction projects
- C.14.44**      **General Inspector:** Qualified professional in this field with extensive related experience in large or medium building construction projects of similar complexity and magnitude
- C.14.45**      **Permitting Expeditor:** Qualified professional in this field with extensive related experience in large or medium building construction projects of similar complexity and magnitude and knowledge of DC regulatory agencies approval processes.
- C.14.46**      **Environmental Engineer, Sr.** Qualified certified professional in this field with extensive related experience in large or medium building construction projects of similar complexity and magnitude
- C.14.47**      **Environmental Technician:** Qualified certified professional in this field with extensive related experience in large or medium building construction projects of similar complexity and magnitude
- C.14.48**      **Hazardous Materials Technician:** Qualified professional in this field with extensive related experience in large or medium building construction projects
- C.14.49**      **Graphic Artist:** Qualified professional in this field with extensive related experience in large or medium building construction projects
- C.14.50**      **Clerk II:** Qualified professional in this field with related experience in large or medium building construction projects.

**C.15 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**

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 CONTRACT TYPE**

The District contemplates the award of an Indefinite Delivery/Indefinite Quantity (ID/IQ) contract with payment based on Fixed Price Task Orders.

**F.2 TERM OF CONTRACT**

The term of the contract shall be for a period of one (1) year from the date of award of the contract with four (4) one (1) year option periods.

**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** The price for the option period shall be as specified in B.6 of the contract.

**F.3.4** Exercising the option will be at the sole discretion of the District.

**F.4 LENGTH OF CONTRACT**

The total duration of this contract including the exercise of any options under F.3 shall not exceed five (5) years.

**F.5 PERIOD OF PERFORMANCE FOR TOS**

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

**F.6 PROGRESS REPORTS**

The Contractor is obligated to develop and submit to the COTR all required reports including progress reports, special reports, weekly and monthly reports as required by the contract. The Contractor shall keep accurate and detailed written/computerized records of progress of the project during all stages. The Contractor shall maintain frequent contacts

by telephone, site visits, meetings with all parties involved in the project and submit a weekly written progress reports to the COTR including but not limited to 1) information concerning the work of the A/E's and other contractors; 2) percentage of completion; 3) number and amounts of modifications and claims; 4) analyses of the schedules, and other analyses necessary to compare actual performance with planned performance.

**F.7 TYPE OF CONTRACT**

- F.7.1** This is an ID/IQ contract with an annual maximum ceiling amount of \$3,000,000.00. The annual minimum guarantee for the contract base year is \$1,000.00.
- F.7.2** The Contractor shall notify the Contracting Officer in writing, whenever the Contractor has reason to believe that the cost for the services as set forth in the contract will be either greater or substantially less than the cost reimbursement ceiling.
- F.7.3** The Contractor shall not exceed line item ceilings, cost category ceilings or total contract reimbursement ceilings without a duly executed modification to the contract.
- F.7.4** As part of the notification, the Contractor shall provide the CO a revised estimate of the cost of performing the services as set forth in the contract.
- F.7.5** The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified as set forth in the contract, and the Contractor is not obligated to continue providing these services or otherwise incur costs in excess of the cost reimbursement ceiling specified in the contract, until the Contracting Officer notifies the Contractor, in writing, that (i) the estimated cost has been increased (ii) the cost reimbursement ceiling has been revised to a specific dollar amount.
- F.7.6** No notice, communication, or representation in any form from any person other than the Contracting Officer shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the cost reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.
- F.7.7** If any cost reimbursement ceiling specified in Section B.5 of the contract is increased, any costs the Contractor incurs before the increase that is in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses. A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceilings specified in the contract unless the change order specifically increases the cost reimbursement ceilings.

**F.8 DELIVERABLES:**

**F.8.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.4 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. (Refer to H.4).

**F.8.2** In performing a TO, Contractor shall submit to the District all deliverables identified in the Contract and TO.

**F.8.3** The Contractor shall submit all reports in writings according to the following schedules:

<b>Item No.</b>	<b>TYPE OF REPORTS</b>	<b>DUE DATES</b>
1	Monthly Status Reports	Within 3 working days after the beginning of each month that a TO was executed.
2	Records and Minutes of Meetings	Within 48 hours of the meeting
3	Records on daily activities.	Maintained daily.
4	Closeout Documents	After commissioning
5	Special Reports	As Required
6	Deficiency Reports	Within 48 hours of identification
7	All Other Reports related to the project	As Required
8	Certificate of Insurance (See §I.5.2)	With every TO proposal received
9	List of incomplete and deficient work (IDW) (punchlist)	With certificate of substantial completion

**F.8.4** The Offeror shall submit a subcontracting plan (See §M.4.8 and Attachment J.1.2) with its proposal for the CO's approval.

**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 30<sup>th</sup> 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 4<sup>th</sup> 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:

*Aram Kailian, Chief of the Project Management Section  
Office of Property Management (OPM)  
Reeves Center  
2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor  
Washington, DC 20009  
Telephone: (202) 727-7260*

**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:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> 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:

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

**G.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:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> 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**

The Contractor is required to include in any subcontract a provision that requires each subcontractor to include the payment and interest clauses required under paragraphs (1) and (2) of the Quick Payment Act in each subcontractor's contract with any lower-tier subcontractor or supplier.

**G.9 ORDERING LIMITATIONS**

**G.9.1 MINIMUM ORDER:** The District guarantees the minimum order to the Contractor in the amount of \$1,000.00 per year on the contract.

**G.9.2 MAXIMUM ORDER:** There will be a maximum order limitation of \$3,000,000.00 per year on the contract.

**G.9.3 TOTAL CONTRACT AMOUNT:** The total amount for five (5) years shall not exceed \$15,000,000.00.

**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. In accordance with D.C. Code §2-301-03 TO negotiations between the contractor and the District shall be conducted in good faith.

**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:

- (1) Specific scope of requirement inclusive of all tasks and deliverables
- (2) Date of the TO
- (3) Contract number and TO number
- (4) Number of hours in each labor category with unit price
- (5) TO performance period or delivery schedule
- (6) TO administrator or point of contact if different from the COTR
- (7) 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.

**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 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 10<sup>th</sup> 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 Contractor;
- 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:**

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:**

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):**

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:**

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:**

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.10.1 WAY TO WORK AMENDMENT ACT OF 2006**

- H.10.1.1** 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.10.1.2** 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](http://www.ocp.dc.gov).
- H.10.1.3** 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.10.1.4** 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](http://www.ocp.dc.gov).
- H.10.1.5** 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.10.1.6** 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.10.1.7** 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.10.1.8** The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));

- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**H.10.1.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

**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 DEPARTMENT OF LABOR WAGE DETERMINATIONS:**

The applicable Service Contract Act Wage Determination No. 2005-2103, Revision No. 4, dated 07/05/2007 is Attachment J.1.3.

**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 Offeror 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:**

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:**

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:**

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:**

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:**

**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.1.5), (3) Attachments J.1.1, J.1.2, J.1.3, J.2.3, and J.2.4.

- B. **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) Schedule For Construction, Alteration, Repairs 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.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** Living Wage Act of 2006 Notice and Fact Sheet

**J.1.2** Sample Subcontracting Plan Form (The form shall be submitted with each RFTOP)

**J.1.3** Service Contract Act Wage Determination No. 2005-2103, Revision No. 4, dated 07/05/2007

**J.2 INCORPORATED ATTACHMENTS** – The following forms located at [www.ocp.dc.gov](http://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 OFFERORS**

- 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 Offeror)  
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 offeror. 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 Offeror)  
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 offeror. 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 Offeror'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 Offeror 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 Offeror, 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 Offeror 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 OFFERORS**

**L.1 CONTRACT AWARD:**

**L.1.1** From this solicitation, the District intends to award a single ID/IQ contract to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

**L.1.2 Initial Offers**

The District may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of cost or price, technical and other factors.

**L.2 BEST AND FINAL OFFERS:**

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the Government's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Offeror selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all Offerors still within the competitive range.

**L.3 PRE-PROPOSAL CONFERENCE:**

**L.3.1** A pre-proposal conference to discuss the contents of this solicitation and other pertinent matters will be held on March 26, 2008, at 10:00 a.m. local time at the following location:

*One Judiciary Square,  
11<sup>th</sup> Floor Conference Room South (TBD)  
441 4<sup>th</sup> Street, NW  
Washington D.C. 20001*

**L.3.2** Prospective Offerors 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 Offerors must complete the Pre-Proposal Conference Attendance Roster at the conference so that proposal attendance can be properly recorded.

**L.3.3** Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal 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-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective Offerors 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](http://www.ocp.dc.gov).

**L.4 PREPARATION AND SUBMISSION OF OFFER:**

**L.4.1** Offerors shall submit **one (1) signed original** plus **five (5) copies** of the offer. Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. All items accepted by the District, all pages of the Request for Proposals (RFP), all attachments and all documents containing the Offeror's offer shall constitute the formal contract.

**L.4.2** Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. ***DCAM-2008-R-0013, ID/IQ Construction Management Services for the DOES Headquarters Building***".

**L.4.3** The original offer shall govern if there is a variance between the original offer and the copy submitted by the Offeror. Each Offeror shall return the complete solicitation as its offer.

**L.4.4** The District may reject as unacceptable any offer that fails to conform in any material respect to the Request for Proposal.

**L.4.5** The District may also reject as unacceptable any offer 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. Offerors shall make no changes to the requirements set forth in the solicitation.

**L.4.6 TECHNICAL PROPOSAL VOLUME CONTENTS:**

**L.4.6.1 VOLUME 1, TECHNICAL CAPABILITY INFORMATION.** The Technical proposal shall be prepared in accordance with the instructions and format given in this section. Failure to provide a Technical proposal may render an offeror's proposal incomplete and unacceptable for award. In order for the District to evaluate the Offeror's understanding of the contract requirements, Offerors are required to discuss their technical and administrative capabilities in a manner that demonstrates these are adequate to meet contract requirements. Offerors are strongly cautioned to follow the format below in preparing their proposals. This will allow for ease of evaluation. Proposals will be evaluated in accordance with the evaluation

criteria listed in Section M.3, Evaluation Criteria. Technical Proposals shall not include price or pricing information.

**L.4.6.1.1 PROFESSIONAL QUALIFICATIONS**

Describe professional qualifications of firm providing and performing professional construction management (CM)/project management (PM) services for different types of facilities and clients. Show experience in managing and performing work as set forth in Section C, “Statement of Work”. Discuss the firm’s depth of resources available for project/client support. Discuss special capabilities that the firm has developed that distinguish firm as a leader in the professional CM arena. Provide an org chart that shows all the firms divisions. Include a table that lists in summary the total staff and their area of discipline.

**L.4.6.1.2 ORGANIZATION & PERSONNEL EXPERIENCE**

**L.4.6.1.2.1** Provide an Organizational Chart listing company; personnel, their titles and roles.

**L.4.6.1.2.2** Describe the support and interface with your home office or corporate headquarters for such aspects as financial, management and technical support.

**L.4.6.1.2.3** Identify the key personnel who will manage the overall Offeror efforts and perform the duties required in this solicitation.

**L.4.6.1.2.4** Describe the education, training, experience and professional affiliation (i.e. AIA, PE, PMP) of the key personnel. Include resumes for designated key personnel.

**L.4.6.1.2.5** Describe the extent of the proposed team’s experience in performing construction management (CM) services for facilities construction. Show experience in managing and performing work as set forth in Section C, “Statement of Work” and highlight any special capabilities. Indicate any previous successful experience by same team members working together.

**L.4.6.1.3 UTILIZATION OF CM TOOLS AND APPLICATIONS**

Describe the capability and experience of firm and team on using web-based construction management tools and applications to interact with the District, OPM, DOES, GC and A/E. Detail systems used, developed, and implemented at similar sized construction projects. Explain how these systems helped the overall project(s) in terms of communications, coordination and efficiency.

**L.4.6.1.4 PAST PERFORMANCE**

Past Performance includes current on-going (present) performance. Do not include price or pricing information in this section.

**L.4.6.1.4.1** Offerors are to provide information to demonstrate successful experience as a CM professional service contractor on at least three (3) similar projects within the past seven (7) years. Similar project is defined as a project that is comparable in nature, type, and complexity as defined by all of the following characteristics:

- (1). The project involved a new building or existing structure;
- (2). The project involved LEED Silver or higher Certification.
- (3). The project required coordination with occupied space in an existing building or an adjacent building and/or a site related building to maintain operations during construction;
- (4). The project involved requirements for noise control;
- (5). The project involved a restricted site with limited space for material staging plus requirements for maintaining pedestrian and vehicular traffic flow around site; and
- (6). The total project construction cost at award of the construction contract(s) was greater than \$50 million.

(7). For each project listed indicate the following: Owner, Award Date, Completion Date, A/E firm, CM firm, and GC firm.

(8). Also for each project listed indicate the number of change orders; total value of change orders submitted, total value of change orders approved; and whether the project was completed on time or time extension beyond contract terms.

**L.4.6.1.4.2** Past Performance References – Offerors shall provide a list of references for each of the projects identified in response to (L.4.6.1.4.1). Such information shall, at a minimum, include: Owner’s name and address, point(s) of contact for the Owner, A/E firm, GC firm with telephone and fax numbers. This is to obtain an independent evaluation of prior contract performance for use in evaluating Past Performance.

**L.4.6.1.4.3** Offerors lacking relevant Past Performance experience may submit experience information regarding predecessor companies, key personnel of the Offeror, and/or subcontractors that will perform major or critical aspects of the work as set forth in Section C, “Statement of Work”. Information submitted to satisfy the requirements of § L.4.6.1.4 shall, at a minimum, include: Name(s) of Predecessor Company/Subcontractor or Key Personnel and include: Complete Address and Point of Contact; Telephone, Fax Number and email address; and a brief synopsis of the experience (a resume may be submitted for "Key Personnel") and relevancy to this project.

**L.4.6.1.4.4** Offerors are advised that the District may use all data provided by the Offeror in this volume and data obtained from other sources, to include but not limited to Government-wide databases, in the development of performance confidence assessments. Past Performance information on contracts not listed by the Offeror, or that of planned subcontractors, may also be evaluated. The District may contact references provided by the Offeror, as well as

any other source it identifies, and information received may be used in the evaluation of the Offeror's Past Performance. While the District may elect to consider data obtained from other sources, the burden of providing current, accurate and complete Past Performance information rests with the Offeror.

**L.4.6.1.5 PROJECT MANAGEMENT PLAN**

**L.4.6.1.5.1** Offeror is to provide a detailed Project Management Plan (PMP) which defines objectives, allocation of resources, communications and recommended procedures. The PMP shall include methodology and overall approach to meeting the project requirements. Include specific discussion on change order, RFI and quality assurance and quality control management. The PMP shall not exceed 20 pages in length.

**L.4.6.2 VOLUME 2, PRICE INFORMATION**

**L.4.6.2.1** Provide completed pricing sheets from Section-B of this RFP; attachments to the pricing sheets from the Offeror which detail pricing/information may be included as supporting document.

**L.4.6.2.2** Amendments, if any, attachments J.2.2, J.2.3, and J.2.4 of this solicitation, and Representations and Certifications - Section K with all entries completed. All copies must contain original signatures (dark blue ink) on all documents signed. Be sure that all information is correct and accurate.

**L.5 OFFER SUBMISSION DATE AND TIME:**

Offer must be submitted no later than 2:00 p.m. local time on April 14, 2008.

**L.6 WITHDRAWAL OR MODIFICATION OF OFFER:**

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

**L.7 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS:**

**L.7.1** Offer, modifications to Offer, 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.7.1.1** The offer or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of offer; or

**L.7.1.2** The offer 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.7.2 Postmarks**

The only acceptable evidence to establish the date of a late offer, 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 offer, 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 Offer shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

**L.7.3 Late Submissions**

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

**L.7.4 Late Offer**

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

**L.7.5 Late Modifications**

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

**L.8 HAND DELIVERY OR MAILING OF OFFER TO:**

**Office of Contracting and Procurement  
Bid Counter  
441 4<sup>TH</sup> Street, NW  
Suite 703 South  
Washington, D.C. 20001**

**L.9 SUBMISSION OF SUBCONTRACTING PLAN** [To be submitted in accordance with TO requirements]

Each Offeror shall submit a certified and notarized subcontracting plan with each RFTOP for approval by the CO. This plan shall meet the requirements described under §§ M.4.2 and M.4.8 of this solicitation. A certified LSDBE prime who plans not to subcontract any portion of the contract work shall still submit such a plan stating so in writing. A Contractor cannot make any changes to its subcontracting plan without prior written approval by the CO and the Director of DSLBD. The approved plan will be incorporated into and become part of the TO.

**L.10 ERRORS IN OFFER**

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

**L.11 QUESTIONS ABOUT THE SOLICITATION**

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the questions in writing to the CO. The prospective Offeror 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 offer. The District will furnish responses promptly to all other prospective Offerors. An amendment to the solicitation will be issued, if that information is necessary in submitting offer, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

**L.12 FAILURE TO SUBMIT OFFER**

Recipients of this solicitation not responding with an offer 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 offer in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.13 OFFER PROTESTS**

Any actual or prospective Offeror 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 offer opening or the time set for receipt of initial offer shall be filed with the Board prior to offer opening or the time set for receipt of initial offer. In procurements in which offer 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 offer 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.14 SIGNING OF OFFER:**

**L.14.1** The Contractor shall sign the offer and print or type its name on the offer form in the attached Offer Form Package. Each offer must show a full business address and telephone number of the Offeror 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 offer. Offer 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.14.2** All correspondence concerning the offer or resulting contract will be mailed to the address shown on the offer in the absence of written instructions from the Offeror or Contractor to the contrary. Any offer submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any offer 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. Offerors shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in an offer rejection.

**L.15 ACKNOWLEDGMENT OF AMENDMENTS:**

The Offeror 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 offer. Offeror's failure to acknowledge an amendment may result in rejection of the offer.

**L.15 ACCEPTANCE PERIOD:**

The Offeror agrees that its offer remains valid for a period of 120 calendar days from the closing date. However, if for administrative reasons, the District is unable to make an award within this time period, the CO will request the Contractor to extend the offer for an additional thirty (30) days.

**L.16 LEGAL STATUS OF OFFEROR:**

**L.16.1** Each offer must provide the following information:

**L.16.2** Name, Address, Telephone Number, Federal Tax Identification Number and DUNS Number of Offeror;

**L.16.3** District of Columbia license, registration or certification, if required by law to obtain such license, registration or certification. If the Offeror 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 offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements;

**L.16.4** If the Offeror is a partnership or joint venture, names of general partners or joint ventures and copies of any joint venture or teaming agreements; and

**L.16.5** The District reserves the right to request additional information regarding the Offeror's organizational status.

**L.17 LOCAL OPERATING FACILITIES:**

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
_____	_____
CELL NUMBER	EMERGENCY NUMBER
_____	
EMERGENCY CONTACT PERSON	

**L.18 TITLE OF CORRESPONDENCE, HAND DELIVERY OR MAILING OF SOLICITATION:**

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  
diane.wooden@dc.gov  
(202) 724-2163*

**L.19 OFFER DOCUMENTS:**

**L.19.1** Persons who obtain solicitation materials from anyone other than the District's official source as specified under Section L.19 are hereby notified that any addenda/amendments issued under this solicitation, and not acknowledged by an Offeror could affect the offer amount and/or responsiveness determinations.

**L.19.2** The District assumes no responsibility for furnishing any addenda/ amendments to anyone who obtains solicitation materials through other than the official channels.

**L.19.3** Amendments/Addenda to solicitation documents and solicitation material are available from the issuing office.

**L.20** **EXAMINATION OF OFFER DOCUMENTS AND SITE OF WORK** [Applicable to each RFTOP and TO]

**L.20.1** Offerors will be held to have:

**L.20.1.1** Checked all measurements and visible features which would in any manner affect the work to be performed.

**L.20.1.2** Verified conditions at the site.

**L.21** **Standards of Responsibility**

**L.21.1** 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.21.1.1** Evidence of financial resources adequate to perform the Contract, or ability to obtain them;

**L.21.1.2** Evidence of ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and district business commitments;

**L.21.1.3** A satisfactory performance record;

**L.21.1.4** A satisfactory record of integrity and business ethics;

**L.21.1.5** The necessary organization, experience, accounting and operational controls and technical skills, or the ability to obtain them;

**L.21.1.6** Compliance with the applicable District licensing and tax laws and regulations;

**L.21.1.7** The necessary production, construction and technical equipment and facilities or the ability to obtain them, and

**L.21.1.8** Other qualifications and eligibility criteria necessary to receive an award under the applicable laws and regulations.

**L.21.2** 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 EVALUATION FOR AWARD** [Not applicable to TOs]

The contract will be awarded to the responsible Offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified in M.3 below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

**M.2 TECHNICAL RATING** [Not applicable to TOs]

The Technical Rating Scale is as follows:

<b><u>Numeric Rating</u></b>	<b><u>Adjective</u></b>	<b><u>Description</u></b>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

For example, if a sub factor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub factor, the score for the sub factor is 4.8 (4/5 of 6). The sub factor scores will be added together to determine the score for the factor level.

**M.3 EVALUATION CRITERIA**

Proposals will be evaluated based on the following technical and price evaluation factors listed in descending order of importance.



**M.4 OPEN MARKET CLAUSES WITH SBE SUBCONTRACTING SET-ASIDE  
(SUPPLIES AND SERVICES)**

**M.4.1 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned  
Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with  
Principal Offices Located in an Enterprise Zone**

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

**M.4.2 Required Small Business Enterprise (SBE) Subcontracting Set-Aside**

35% of the total dollar value of this contract has been set-aside for performance through subcontracting with businesses certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, as small business enterprises. Any prime contractor responding to this solicitation shall submit within 5 days of the contracting officer’s request, a notarized statement detailing its subcontracting plan. Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer and the Director of DSLBD.

**M.4.3 General Preferences**

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

- M.4.3.1 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.4.3.2 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.4.3.3 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.4.3.4 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.4.3.5 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.4.3.6 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.4.4 Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

- M.4.4.1 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.4.4.2 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.4.4.3 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.4.4.4 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.4.4.5 Any prime contractor that is an 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.4.4.6 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.4.5 Maximum Preference Awarded**

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

**M.4.6 Preferences for Certified Joint Ventures**

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

**M.4.7 Vendor Submission for Preferences**

M.4.7.1 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.4.7.1.1 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.4.7.1.2 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.4.7.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: LSDBE Certification Program  
441 4<sup>th</sup> Street, N.W., Suite 970N  
Washington, DC 20001

M.4.7.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.4.8 **Subcontracting Plan**

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

- M.4.8.1 A description of the goods and services to be provided by SBEs;
- M.4.8.2 A statement of the dollar value of the bid or proposal that pertains to the subcontracts to be performed by the SBEs;
- M.4.8.3 The names and addresses of all proposed subcontractors who are SBEs;
- M.4.8.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- M.4.8.5 A description of the efforts the prime contractor will make to ensure that SBEs will have an equitable opportunity to compete for subcontracts;
- M.4.8.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.4.8.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- M.4.8.8 List the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- M.4.8.9 A description of the prime contractor's recent effort to locate SBEs and to award subcontracts to them.

M.4.9 **Enforcement and Penalties for Willful Breach of Subcontracting Plan**

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

# **“THE LIVING WAGE ACT OF 2006”**

**Title I, D.C. Law No. 16-118, (D.C. Official Code §§ 2-220.01-11)**

**Effective June 9, 2006, recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage **\$11.75** per hour.**

## **The requirement to pay a living wage applies to:**

- All recipients of contracts in the amount of \$100,000 or more; and, all subcontractors of these recipients receiving \$15,000 or more from the funds received by the recipient from the District of Columbia, and,
- All recipients of government assistance in the amount of \$100,000 or more; and, all subcontractors of these recipients of government assistance receiving \$50,000 or more in funds from government assistance received from the District of Columbia.

**“Contract” means a written agreement between a recipient and the District government.**

**“Government assistance” means a grant, loan or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.**

**“Affiliated employee” means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient or subcontractor.**

Certain exceptions may apply where contracts or agreements are subject to wage determinations required by federal law which are higher than the wage required by this Act; contracts for electricity, telephone, water, sewer other services delivered by regulated utility; contracts for services needed immediately to prevent or respond to a disaster or eminent threat to the public health or safety declared by the Mayor; contracts awarded to recipients that provide trainees with additional services provided the trainee does not replace employees; tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; 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 residential facility or a group home for mentally retarded persons; and contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Exemptions are provided for employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week, provided that other employees are not replaced, and for employees of nonprofit organizations that employ not more than 50 individuals.

**Each recipient and subcontractor of a recipient shall provide this notice to each affiliate employee covered by this notice, and shall also post this notice concerning these requirements in a conspicuous site in the place of business.**

**All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.**

This is a summary of the “Living Wage Act of 2006”. For the complete text go to:

[www.does.dc.gov](http://www.does.dc.gov) or [www.ocp.dc.gov](http://www.ocp.dc.gov)

**To file a complaint contact: Department of Employment Services  
Office of Wage-Hour**

**64 New York Avenue, N.E., Room 3105, Washington, D.C. 20002  
(202) 671-1880**



## LIVING WAGE ACT FACT SHEET

The "Living Wage Act of 2006," Title I of D.C. Law 16-18, (D.C. Official Code §§2-220.01-.11 became effective June 9, 2006. It generally provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of \$100,000 or more shall pay affiliated employees wages no less than the amount of \$11.75 per hour.

Subcontractors of D.C. government contractors who receive \$15,000 or more from the contract and subcontractors of the recipients of government assistance who receive \$50,000 or more from the assistance are also required to pay their affiliated employees no less than \$11.75 per hour.

"Affiliated employee" means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term "affiliated employee" does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient or subcontractor.

**Exemptions** – The following contracts and agreements are exempt from the "*Living Wage Act*":

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District's current living wage, the contractor must pay the higher of the two rates);
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;
3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
4. Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
9. Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

## Enforcement

The Department of Employment Services (DOES) and the D.C. Office of Contracting and Procurement (OCP) share monitoring responsibilities.

If you learn that a contractor is not paying at least the living wage you should report it to the Contracting Officer.

If you believe that your employer is not paying you at least the required living wage, you may file a complaint with the DOES Office of Wage – Hour, located at 64 New York Avenue, N.E., Room 3105, (202) 671-1880.

For questions and additional information, contact the Office of Contracting and Procurement at (202) 727-0252 or the Department of Employment Services on (202) 671-1880.

**Please note:** *This fact sheet is for informational purposes only as required by Section 106 of the Living Wage Act. It should not be relied on as a definitive statement of the Living Wage Law or any regulations adopted pursuant to the law.*



Government of the District of Columbia  
Anthony A. Williams, Mayor

Department of Employment Services  
Gregory P. Irish, Director

**ATTACHMENT J.1.2  
SAMPLE SUBCONTRACTING PLAN FORM**

**PRIME CONTRACTOR INFORMATION:**

Company: _____ Street Address: _____ City & Zip Code: : _____ Phone Number: _____ Fax: _____ Email Address: _____	Solicitation Number: _____ Contractor's Tax ID Number: _____ Caption of Plan: _____ _____ _____
Project Name: _____ Address: _____ _____ Project Descriptions: _____ _____ _____	Duration of the Plan: From _____ to _____ Total Prime Contract Value: \$ _____ Amount of Contract (excluding the cost of materials, goods, supplies and equipment) \$ _____ Amount of all Subcontracts: \$ _____ LSDBE Total: \$ _____ equals _____ % <div style="text-align: center;">                     LSDBE Subcontract Value                      Percentage Set Aside                 </div>

(List each subcontractor at any tier that will be awarded a subcontract to meet your total set aside goal.)

**SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)**

Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ %    Tier : _____ <small style="margin-left: 150px;">1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup></small> LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; margin-left: 10px;"> <tr> <td style="width: 30px;">SBE:</td> <td style="width: 30px;">LBE:</td> <td style="width: 30px;">DBE:</td> <td style="width: 30px;">DZE:</td> <td style="width: 30px;">ROB:</td> <td style="width: 30px;">LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ <div style="text-align: right;">Name (Print)</div> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

**CERTIFICATIONS**

The prime contractor shall attach a **notarized** statement including the following:

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

**PERSON PREPARING THE SUBCONTRACTING PLAN:**

Name: _____ <div style="text-align: right;">(Print)</div> Telephone Number: (    ) _____ - _____ Fax Number: (    ) _____ - _____ Email Address: _____	Signature: _____ Title: _____ Date: _____
---	---

**FOR CONTRACTING OFFICER USE ONLY**

Date Plan Received by Contracting Officer: \_\_\_\_\_

Indefinite Delivery/Indefinite Quantity Construction  
Construction Management Services Attachment J.1.2

Solicitation No. DCAM-2007-R-0065

Report:  Acceptable  Not Acceptable Contract Number: \_\_\_\_\_

\_\_\_\_\_  
Name & Title of Contracting Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(List each subcontractor that will be awarded a subcontract to meet your total set aside goal.)

<b>SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)</b>										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier : _____ <small>1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup></small> LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td>SBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
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Service Contracts Act wage Determination 05-2103.txt  
 WD 05-2103 (Rev.-4) was first posted on www.wdol.gov on 07/10/2007

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REGISTER OF WAGE DETERMINATIONS UNDER  
 THE SERVICE CONTRACT ACT  
 By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
 EMPLOYMENT STANDARDS ADMINISTRATION  
 WAGE AND HOUR DIVISION  
 WASHINGTON D.C. 20210

William W.Gross                      Division of  
 Director                              Wage Determinations

Wage Determination No.: 2005-2103  
 Revision No.: 4  
 Date Of Revision: 07/05/2007

States: District of Columbia, Maryland, Virginia

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

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.79
01012 - Accounting Clerk II	15.49
01013 - Accounting Clerk III	18.43
01020 - Administrative Assistant	23.59
01040 - Court Reporter	18.43
01051 - Data Entry Operator I	12.67
01052 - Data Entry Operator II	13.82
01060 - Dispatcher, Motor Vehicle	16.50
01070 - Document Preparation Clerk	13.29
01090 - Duplicating Machine Operator	13.29
01111 - General Clerk I	13.72
01112 - General Clerk II	15.32
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	21.66
01141 - Messenger Courier	10.23
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	15.60
01262 - Personnel Assistant (Employment) II	18.43
01263 - Personnel Assistant (Employment) III	21.66
01270 - Production Control Clerk	21.29
01280 - Receptionist	12.72
01290 - Rental Clerk	15.60
01300 - Scheduler, Maintenance	15.60
01311 - Secretary I	17.03
01312 - Secretary II	18.39
01313 - Secretary III	21.66
01320 - Service Order Dispatcher	15.82
01410 - Supply Technician	23.59
01420 - Survey Worker	18.43
01531 - Travel Clerk I	12.07
01532 - Travel Clerk II	13.01
01533 - Travel Clerk III	13.99
01611 - Word Processor I	13.76
01612 - Word Processor II	15.60

Service Contracts Act wage Determination 05-2103.txt

01613 - Word Processor III	18.43
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	21.37
05040 - Automotive Glass Installer	20.14
05070 - Automotive Worker	20.14
05110 - Mobile Equipment Servicer	17.31
05130 - Motor Equipment Metal Mechanic	22.53
05160 - Motor Equipment Metal Worker	20.14
05190 - Motor Vehicle Mechanic	22.53
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	19.66
05280 - Motor Vehicle Wrecker	20.14
05310 - Painter, Automotive	21.37
05340 - Radiator Repair Specialist	20.14
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	22.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.18
07041 - Cook I	11.97
07042 - Cook II	13.28
07070 - Dishwasher	9.76
07130 - Food Service Worker	10.25
07210 - Meat Cutter	16.07
07260 - Waiter/Waitress	8.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.78
09080 - Furniture Refinisher	18.39
09090 - Furniture Refinisher Helper	14.11
09110 - Furniture Repairer, Minor	16.31
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	15.70
11122 - Housekeeping Aide	10.89
11150 - Janitor	10.89
11210 - Laborer, Grounds Maintenance	12.07
11240 - Maid or Houseman	10.84
11260 - Pruner	11.37
11270 - Tractor Operator	14.19
11330 - Trail Maintenance Worker	12.07
11360 - Window Cleaner	11.31
12000 - Health Occupations	
12010 - Ambulance Driver	16.06
12011 - Breath Alcohol Technician	17.67
12012 - Certified Occupational Therapist Assistant	20.31
12015 - Certified Physical Therapist Assistant	19.99
12020 - Dental Assistant	16.90
12025 - Dental Hygienist	40.68
12030 - EKG Technician	24.34
12035 - Electroneurodiagnostic Technologist	24.34
12040 - Emergency Medical Technician	17.67
12071 - Licensed Practical Nurse I	18.60
12072 - Licensed Practical Nurse II	20.82
12073 - Licensed Practical Nurse III	21.79
12100 - Medical Assistant	14.23
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	14.96
12190 - Medical Record Technician	16.67
12195 - Medical Transcriptionist	16.46
12210 - Nuclear Medicine Technologist	28.93

Service Contracts Act wage Determination 05-2103.txt

12221 - Nursing Assistant I	9.75
12222 - Nursing Assistant II	10.96
12223 - Nursing Assistant III	12.99
12224 - Nursing Assistant IV	14.58
12235 - Optical Dispenser	16.67
12236 - Optical Technician	14.41
12250 - Pharmacy Technician	15.75
12280 - Phlebotomist	14.58
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	31.22
12313 - Registered Nurse II, Specialist	31.22
12314 - Registered Nurse III	37.77
12315 - Registered Nurse III, Anesthetist	37.77
12316 - Registered Nurse IV	45.28
12317 - Scheduler (Drug and Alcohol Testing)	18.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.55
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.11
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	25.45
13050 - Library Aide/Clerk	12.52
13054 - Library Information Technology Systems Administrator	22.99
13058 - Library Technician	17.88
13061 - Media Specialist I	16.58
13062 - Media Specialist II	18.55
13063 - Media Specialist III	20.68
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
13110 - Video Teleconference Technician	16.58
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.72
14042 - Computer Operator II	18.71
14043 - Computer Operator III	20.86
14044 - Computer Operator IV	23.18
14045 - Computer Operator V	25.66
14071 - Computer Programmer I (1)	21.60
14072 - Computer Programmer II (1)	26.37
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	16.72
14160 - Personal Computer Support Technician	23.18
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.39
15020 - Aircrew Training Devices Instructor (Rated)	42.72
15030 - Air Crew Training Devices Instructor (Pilot)	50.66
15050 - Computer Based Training Specialist / Instructor	31.26
15060 - Educational Technologist	29.09
15070 - Flight Instructor (Pilot)	50.66
15080 - Graphic Artist	24.95
15090 - Technical Instructor	23.87
15095 - Technical Instructor/Course Developer	29.19
15110 - Test Proctor	19.04
15120 - Tutor	19.04

Service Contracts Act wage Determination 05-2103.txt

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.95
16030 - Counter Attendant	8.95
16040 - Dry Cleaner	12.21
16070 - Finisher, Flatwork, Machine	8.95
16090 - Presser, Hand	8.95
16110 - Presser, Machine, Drycleaning	8.95
16130 - Presser, Machine, Shirts	8.95
16160 - Presser, Machine, Wearing Apparel, Laundry	8.95
16190 - Sewing Machine Operator	12.30
16220 - Tailor	13.01
16250 - Washer, Machine	9.81
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.95
19040 - Tool And Die Maker	23.05
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.26
21030 - Material Coordinator	21.29
21040 - Material Expediter	21.29
21050 - Material Handling Laborer	12.65
21071 - Order Filler	13.21
21080 - Production Line Worker (Food Processing)	17.28
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	14.46
21140 - Store Worker I	10.44
21150 - Stock Clerk	14.35
21210 - Tools And Parts Attendant	17.26
21410 - Warehouse Specialist	17.26
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.68
23021 - Aircraft Mechanic I	24.46
23022 - Aircraft Mechanic II	25.68
23023 - Aircraft Mechanic III	26.97
23040 - Aircraft Mechanic Helper	16.61
23050 - Aircraft, Painter	23.42
23060 - Aircraft Servicer	18.71
23080 - Aircraft Worker	19.90
23110 - Appliance Mechanic	20.60
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.98
23130 - Carpenter, Maintenance	20.36
23140 - Carpet Layer	18.70
23160 - Electrician, Maintenance	25.37
23181 - Electronics Technician Maintenance I	22.08
23182 - Electronics Technician Maintenance II	23.44
23183 - Electronics Technician Maintenance III	24.70
23260 - Fabric Worker	17.90
23290 - Fire Alarm System Mechanic	21.46
23310 - Fire Extinguisher Repairer	16.50
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	20.91
23380 - Ground Support Equipment Mechanic	24.46
23381 - Ground Support Equipment Servicer	18.71
23382 - Ground Support Equipment Worker	19.90
23391 - Gunsmith I	16.50
23392 - Gunsmith II	19.18
23393 - Gunsmith III	21.46
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.96
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
23.13	
23430 - Heavy Equipment Mechanic	21.46
23440 - Heavy Equipment Operator	21.46

Service Contracts Act wage Determination 05-2103.txt

23460 - Instrument Mechanic	21.46
23465 - Laboratory/Shelter Mechanic	20.36
23470 - Laborer	14.27
23510 - Locksmith	19.76
23530 - Machinery Maintenance Mechanic	21.77
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	15.10
23591 - Metrology Technician I	21.46
23592 - Metrology Technician II	22.61
23593 - Metrology Technician III	23.72
23640 - Millwright	23.30
23710 - Office Appliance Repairer	21.00
23760 - Painter, Maintenance	20.36
23790 - Pipefitter, Maintenance	22.76
23810 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	21.46
23850 - Rigger	21.46
23870 - Scale Mechanic	19.18
23890 - Sheet-Metal worker, Maintenance	21.46
23910 - Small Engine Mechanic	20.05
23931 - Telecommunications Mechanic I	25.22
23932 - Telecommunications Mechanic II	26.58
23950 - Telephone Lineman	24.43
23960 - Welder, Combination, Maintenance	21.46
23965 - Well Driller	21.46
23970 - Woodcraft Worker	21.46
23980 - Woodworker	16.50
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.58
24580 - Child Care Center Clerk	16.15
24610 - Chore Aide	9.58
24620 - Family Readiness And Support Services Coordinator	12.95
24630 - Homemaker	16.75
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.98
25040 - Sewage Plant Operator	20.23
25070 - Stationary Engineer	24.98
25190 - Ventilation Equipment Tender	17.56
25210 - Water Treatment Plant Operator	20.23
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.66
27007 - Baggage Inspector	11.51
27008 - Corrections Officer	19.83
27010 - Court Security Officer	23.26
27030 - Detection Dog Handler	17.66
27040 - Detention Officer	19.83
27070 - Firefighter	22.39
27101 - Guard I	11.51
27102 - Guard II	17.66
27131 - Police Officer I	23.94
27132 - Police Officer II	26.60
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.35
28042 - Carnival Equipment Repairer	13.30
28043 - Carnival Equipment Worker	8.40
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	16.85
29000 - Stevedoring/Longshoremen Occupational Services	

Service Contracts Act wage Determination 05-2103.txt

29010 - Blocker And Bracer	20.55
29020 - Hatch Tender	20.55
29030 - Line Handler	20.55
29041 - Stevedore I	19.18
29042 - Stevedore II	21.64
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	34.71
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.94
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	26.36
30021 - Archeological Technician I	17.06
30022 - Archeological Technician II	19.03
30023 - Archeological Technician III	23.76
30030 - Cartographic Technician	24.85
30040 - Civil Engineering Technician	22.19
30061 - Drafter/CAD Operator I	17.92
30062 - Drafter/CAD Operator II	20.06
30063 - Drafter/CAD Operator III	22.36
30064 - Drafter/CAD Operator IV	27.51
30081 - Engineering Technician I	20.19
30082 - Engineering Technician II	22.67
30083 - Engineering Technician III	25.37
30084 - Engineering Technician IV	31.43
30085 - Engineering Technician V	38.44
30086 - Engineering Technician VI	46.51
30090 - Environmental Technician	21.36
30210 - Laboratory Technician	22.36
30240 - Mathematical Technician	26.31
30361 - Paralegal/Legal Assistant I	20.03
30362 - Paralegal/Legal Assistant II	24.82
30363 - Paralegal/Legal Assistant III	30.35
30364 - Paralegal/Legal Assistant IV	36.73
30390 - Photo-Optics Technician	24.85
30461 - Technical Writer I	20.69
30462 - Technical Writer II	25.30
30463 - Technical Writer III	30.61
30491 - Unexploded Ordnance (UXO) Technician I	22.06
30492 - Unexploded Ordnance (UXO) Technician II	26.69
30493 - Unexploded Ordnance (UXO) Technician III	31.99
30494 - Unexploded (UXO) Safety Escort	22.06
30495 - Unexploded (UXO) Sweep Personnel	22.06
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	22.14
30621 - Weather Observer, Senior (2)	23.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.99
31030 - Bus Driver	17.54
31043 - Driver Courier	12.71
31260 - Parking and Lot Attendant	9.06
31290 - Shuttle Bus Driver	13.89
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	13.89
31362 - Truckdriver, Medium	17.09
31363 - Truckdriver, Heavy	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	10.45
99095 - Embalmer	21.77
99251 - Laboratory Animal Caretaker I	10.47
99252 - Laboratory Animal Caretaker II	10.85
99310 - Mortician	27.25
99410 - Pest Controller	14.54
99510 - Photofinishing Worker	11.59
99710 - Recycling Laborer	15.73

Service Contracts Act wage Determination 05-2103.txt

99711 - Recycling Specialist	18.72
99730 - Refuse Collector	14.01
99810 - Sales Clerk	11.87
99820 - School Crossing Guard	11.37
99830 - Survey Party Chief	19.76
99831 - Surveying Aide	12.28
99832 - Surveying Technician	18.78
99840 - Vending Machine Attendant	12.61
99841 - Vending Machine Repairer	16.37
99842 - Vending Machine Repairer Helper	12.61

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the

like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

Service Contracts Act wage Determination 05-2103.txt

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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