

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF CONTRACTING AND PROCUREMENT
CONSTRUCTION, DESIGN AND BUILDING RENOVATION**



PROPOSAL DOCUMENTS

SOLICITATION NO. : DCAM-2008-R-0036

***PROJECT: CONSTRUCTION MANAGEMENT SERVICES FOR
THE CONSOLIDATED FORENSICS LABORATORY***

***OPEN MARKET WITH 35% SBE SET
ASIDE***

 <u>SOLICITATION, OFFER AND AWARD</u> <u>Construction, Design and Building Renovation Group</u>		<u>1. Solicitation No.:</u> DCAM-2008-R-0036 Construction Management Services for Consolidated Forensics Laboratory		<u>2.Type:</u> <input type="checkbox"/> <u>Sealed Bid (IFB)</u> <input checked="" type="checkbox"/> <u>Negotiated (RFP)</u>		<u>3. Date Issued:</u> 10/11/07		<u>Page 1 of 75</u>	
4. Contract Number				5. Requisition/Purchase Request No.		6. <input checked="" type="checkbox"/> Open Market with 35% subcontracting set aside <input type="checkbox"/> For SBE w/35% subcontracting Set-Aside			
7. Issued By: Ms. Karen Hester, Contracting Officer Construction, Design & Building Renovation Group Office of Contracting and Procurement 441- 4th Street, NW, Suite # 700-South Washington, DC 20001					8. Address Offer To: Office of Contracting and Procurement Bid Counter 441- 4th Street, NW, Suite # 703-South Washington, DC 20001				
9. For information contact:	A. Name: Helena Barbour		B. Telephone (No collect calls) (Area Code) 202 (Number) 727-2354 (Ext)			C. E-mail Address Helena.barbour@dc.gov			
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 <u>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 November 9, 2007</u> (Hour) (Date)									
11. The District requires performance of the work described in strict accordance with the following:									
<ul style="list-style-type: none"> ▪ Schedule Section B, page 3-13 ▪ Description/Specification/Work Statement Section C, page 14-24 ▪ Packaging and Marking Section D, page 25 ▪ Inspection and Acceptance Section E, page 26 ▪ Deliveries or Performance Section F, page 27-29 ▪ Contract Administration Data Section G, page 30-35 ▪ Special Contract Requirements Section H, page 36-43 ▪ Contract Clauses Section I, page 44-47 ▪ List of Attachments Section J, page 48 ▪ Certifications and Representations Section K, page 49-56 ▪ Instructions to Offerors Section L, page 57-66 ▪ Evaluation Factors Section M, page 68-75 									
12. The Contractor shall begin performance and complete all the work within ____ calendar days after receiving the written <input type="checkbox"/> Award <input type="checkbox"/> Notice to Proceed . This performance period is <input type="checkbox"/> Mandatory <input type="checkbox"/> Negotiable "Not applicable"									
13. The Contractor must furnish the required performance and payment bonds. <input type="checkbox"/> yes , within ten <u>(10)</u> calendar days after receipt of Notice of Intent to Award <input checked="" type="checkbox"/> no									
14. Additional Solicitation Considerations									
A. All bids are subject to the work requirements, provisions and clauses incorporated in this solicitation in full text or by reference									
B. A BID GUARANTEE <input type="checkbox"/> is required <input checked="" type="checkbox"/> is not required									

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 SCHEDULE (Section B) and in strict accordance with the terms of this solicitation, if this offer is accepted by the District in writing within 90 calendar days after the date offers are due.										
20. The offeror agrees to furnish any required performance and payment bonds.										
21. ACKNOWLEDGEMENT OF AMENDMENTS										
The offeror acknowledges receipt of amendments to the solicitation (number and date each)										
Amendment Number										
Date										
22. Name and Title of person authorized to sign offer (Type or Print)					22A. Signature				22B. Offer	
AWARD (To be completed by the District)										
23. Amount				24. Accounting and Appropriation data						
25. PAYMENT WILL BE MADE BY: Office of the Chief Financial Officer 441 4 th Street, N.W., Suite 850 North Washington, DC 20001					26. Submit invoices as instructed in Section G of this solicitation (Contract Administration Data)					
CONTRACTING OFFICER WILL COMPLETE ITEM 27 OR 28 AS APPLICABLE										
27. <input checked="" type="checkbox"/> NEGOTIATED AGREEMENT (The Contractor is required to sign this document and return <u>5</u> 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 Property Management (OPM), for the District of Columbia Government (District), is seeking a contractor to provide Construction Management (CM) services for the District of Columbia's Consolidated Forensic Laboratory (CFL) project. This solicitation is to establish an Indefinite Delivery/Indefinite Quantity (ID/IQ) Construction Management (CM) Services contract to assist OPM in construction management and other related activities, spanning the design, bidding, construction, commissioning, occupancy and activation phases for this new project.
- B.1.1** Upon contract award, the District will issue to the CM a Request for Task Order Proposal (RFTOP), following the procedures in Sections G.9 and G.10. The RFTOP will describe the contemplated work and the District 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.2** The District contemplates the award of an ID/IQ contract with payment based upon fixed-price TOs.
- B.3** This is an ID/IQ contract for the supplies or services specified, and effective for the period stated in Section F.1.
- B.3.1** 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 provided in Section F.6.
- B.3.2** There is no limit on the number of orders that may be issued.
- B.3.3** 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 provide any services under this contract after date agreed upon by both parties.
- B.4** The Contractor shall provide the professional services in defined labor categories listed below in accordance with the scope of work as specified in Section C of this solicitation package. This solicitation does not guarantee that the District shall use all these labor categories.

B.5 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.

BASE YEAR (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	
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 Engineer, Sr.		120	
51. Environmental Technician		120	
52. Reimbursable/ODC Ceiling	\$300,000	Each	\$300,000
		TOTAL	

OPTION YEAR 1 (One year from date of award)			
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
		TOTAL	

OPTION YEAR 2 (One year from date of award)			
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
		TOTAL	

OPTION YEAR 3			
(One year from date of award)			
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 Manager		2040	

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
		TOTAL	

OPTION YEAR 4 (One year from date of award)			
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	

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
		TOTAL	

PART I

SECTION C: SCOPE/ SPECIFICATIONS/ DRAWINGS

C.1 SCOPE OF WORK

This is an Indefinite Delivery/Indefinite Quantity contract to provide Construction Management (CM) services in accordance with the terms and conditions of this contract for the Government of the District of Columbia's Consolidated Forensic Laboratory (CFL) project.

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.

C.2.3 The term "Project" or "CFL" shall be defined as the District of Columbia's Consolidated Forensic Laboratory Project.

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 "A/E" shall refer to the Architect Engineer contracted by the District to design the Project.

C.2.7 The acronym "GC" shall refer to the construction General Contractor.

C.2.8 The acronym "MPD" shall be defined as the Metropolitan Police Department

C.2.9 The acronym "OCME" shall be defined as the Office of the Chief Medical Examiner.

C.2.10 The acronym "DOH" shall be defined as the Department of Health.

C.2.11 The acronym "DOES" shall be defined as the Department of Employment Services.

C.2.12 The acronym "DCRA" shall be defined as the Department of Consumer and Regulatory Affairs.

C.2.13 The acronym "CFSA" shall be defined as Child and Family Services Agency.

C.2.14 The acronym "NCPC" shall be defined as National Capital Planning Commission.

C.2.15 The acronym "Project Delivery Team" shall be defined as the District's Program Manager and Architect of Record.

C.2.16 The acronym "RFI" shall be defined as Request for Information.

C.2.17 The acronym "NONC" shall be defined as Notice of Non-compliance.

C.2.18 The acronym "IDW/P" shall be defined as Incomplete and Deficient Work/Punchlist.

C.4 REQUIREMENTS

- C.4.1** The CM shall provide professional services to assist the District in the planning, design-management, construction-management and control, commissioning, and occupancy of the project and ensure that:
- C.4.1.1** The project, when completed, meets the technical, economic, and programmatic needs of the District.
 - C.4.1.2** The project will be well designed by the A/E within budget requirements.
 - C.4.1.3** The construction work will be performed in conformity with applicable requirements.
 - C.4.1.4** The construction will be completed on or before the required completion date.
- C.4.2** The CM shall provide personnel sufficient to meet the demands of the project and qualified in the planning and execution of large, technically complex laboratory 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.4.3** The CM will not be held responsible for:
- C.4.3.1** Design deficiencies, provided that the CM has reviewed the design during its development, has taken all reasonable measures to identify defects of commission or omission in the design, has advised the District with respect to defects identified, and has taken all reasonable precautions to ensure that the construction contract bid package is complete.
 - C.4.3.2** Defective completion of construction, provided that the CM exercised all due diligence, utilizing fully qualified and competent personnel within authorized limitations, to make reasonably certain that construction was performed in conformity with applicable construction contract plans and specifications, and made all reasonable efforts to keep the GC on schedule.
 - C.4.3.3** Schedule overruns, provided that the CM has taken all reasonable measures to anticipate problems and delays and to eliminate or minimize their adverse impact on completion of construction by the scheduled construction completion date.
 - C.4.3.4** With the exception of General Condition Items contracted for by the CM, the CM shall not be responsible for, and shall not have control or charge of, construction means, methods, techniques, sequences or procedures; safety programs or procedures; or for acts or omissions of other Contractors or

their subcontractors, agents or employees, or any other person performing any of the work.

C.4.4 PLANNING PHASE

The CM shall perform the following tasks during the Planning Phase:

- C.4.4.1 Master Project Schedule:** Develop and maintain the Master Project Schedule (MPS) using commercially available Critical Path Method (CPM) software. This MPS shall specify the proposed starting and finishing Milestone dates of each design and construction phase and the dates by which the design and construction activities must be completed. The MPS will be regularly expanded to add and track sub-tasks to be performed by other contractors. It will be a fully comprehensive schedule reflecting all significant activities required to deliver the project through occupancy and close out.
- C.4.4.2 Master Project Budget:** Develop a detailed preliminary Master Project Budget (MPB) for the project. The MPB is intended to capture all project elements/categories and serve as reporting tool and enable control of all project costs.
- C.4.4.3 Risk Management Planning:** Develop a detailed assessment of general and specific project risks. Provide commentary and management plan components to deal with risks, and a quantitative assessment where required.
- C.4.4.4 Monthly Status Reports:** Develop monthly status reports to be used during the project.
- C.4.4.5 Management Information System:** Implement a Management Information System (MIS) to facilitate communication between the District, CM, and design and construction contractors and other parties involved with the project. Create and maintain an accurate and complete electronic record-keeping system.
- C.4.4.6 Meetings:** Arrange and attend meetings as may be required. At a minimum, meet monthly with A/E and District staff to review progress, required actions and decisions, and prepare record of each meeting.
- C.4.4.7 Quality Assurance and Quality Control Plan:** Create a Quality Assurance and Quality Control Plan (QA/QC) that includes a description of the CM's methods and procedures for ensuring that each aspect of the project is subject to appropriate checks and balances, including the CM's personnel and subcontractors as appropriate. The QA/QC plan shall also include a description of the minimum requirements for the QA/QC plans to be implemented by the design and construction awardees.

C.4.5 DESIGN PHASE

The CM shall perform the following tasks during the Design Phase:

- C.4.5.1 Design Reviews:** Perform design and constructability reviews of the Program, 15%, 35%, 65%, 95% and 100% design submissions, as requested by the COTR and maintain the logs. Review each submission and advise the COTR if the A/E fails to submit any of the required deliverables. Review each submission for constructability, clarity, consistency and coordination and verify that it complies with the approved program and regulatory requirements identified for the project. Collect and consolidate comments from all parties into electronic format or as directed by the COTR. Coordinate review conferences to reconcile A/E responses. Each design review shall include a back check of previous stage reviewed comments to ensure that comments have been adequately addressed.
- C.4.5.2 Cost Estimating:** Review all A/E cost estimates to make reasonably certain that they are accurate and that the project can be completed within funds available. Provide Independent Estimates of the 15%, 35%, 65%, 95% and 100% design submissions, as requested by the COTR. Estimates shall be unit price for all disciplines in a format comparable to the A/E estimate. Facilitate a cost review meeting to discuss and resolve differences between the A/E and CM estimates (or estimate reviews) and work with the A/E to establish a reconciled estimate. Verify that all construction work, including all appropriate General Condition items, is included in the construction contract; advise the A/E of any missing work.
- C.4.5.3 Value Engineering:** Conduct value engineering workshops following the 15% and 35% submissions, or as requested by the COTR. Include technical reviewers and cost estimators and develop recommended cost saving ideas with estimated savings for approval by the COTR. Provide timely advice to the A/E on cost reducing alternatives which can be employed without impairing the overall quality level and timely completion of the project. Monitor and analyze the bidding climate and make recommendations to the A/E to take advantage of market conditions.
- C.4.5.4 Cost Control and Reporting:** Monitor the status of the budget for the entire project including design, construction, CM costs, and any other project-associated costs, including development and implementation of a contingency management/tracking tool. Update all budget cost categories as necessary to maintain an accurate cost picture for the project. Provide in the written monthly reports to the District a comparison of budgeted costs with current cost estimates. Advise the COTR immediately whenever a cost category estimate is tending to exceed funds budgeted.
- C.4.5.5 Schedules:** The initial design schedule will be prepared by the A/E and incorporated into the master schedule by the CM subject to the approval of the A/E schedule by the COTR. The CM shall submit recommendations for acceptance or rejection of the A/E's schedule to the COTR. Working with the parties involved, update the master schedule monthly. If necessary, add additional or elaborate on original activities to ensure complete understanding by all involved parties of activities to be accomplished in a timely manner.

- C.4.5.6 Meetings:** Attend all design progress meetings with the A/E and other firms/individuals involved with the project, as an advisor to the District. Take an active role in all discussions, with special emphasis on procedures, progress, problems, scheduling, and other necessary matters. At a minimum, meet monthly with District staff to review progress, required actions and decisions and prepare a record of each meeting.
- C.4.5.7 A/E Contract Administration:** Log in and review all proposals for changes or amendments to the A/E contract; submit an analysis of the request and a recommended course of action to the COTR and CO. Review all requests for payment submitted by the A/E and recommend revisions and/or payment.
- C.4.5.8 Design Interfacing:** Carefully review design documents to ensure that all building requirements will be covered in the separate contracts for procurement of long lead items, the separate construction contracts, and General Condition items without duplication or overlap, sequenced to ensure completion of all work by the time required under the provisions of this contracts. Particular attention shall be given to ensuring that each bid package clearly identifies what work is included in that particular separate contract.
- C.4.5.9 Approvals by Regulatory Agencies:** Work with the COTR and A/E to identify any required regulatory approvals and coordinate transmittal of documents to regulatory agencies, track and monitor progress and notify the COTR of any potential problems or schedule delays. As requested, assist in the preparation for, and participate in, hearings and presentations to facilitate approvals. This includes, but not limited to, DCRA, DOH, Zoning, NCPC and CFSA.
- C.4.5.10 Bid Strategy Planning:** Work with the COTR and the A/E firm to develop bidding strategy planning by developing contract bid options, allowances and deduct alternates to allow de-scoping if needed of construction bids.
- C.4.5.11 Reporting:** Provide written monthly reports to the COTR documenting progress, budget, schedule, and required actions and decisions in the form established during the planning phase.
- C.4.5.12 Outreach Effort:** Support the District's outreach effort by assisting in the development of presentation materials to community and District. Participate in outreach meetings and activities as directed by the COTR.

C.4.6 BIDDING PHASE

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

Construction Contract Solicitation: Participate in pre-bid conferences with prospective bidders and assist in responding to technical questions from prospective bidders, including preparation, packaging and issuance of bid amendments, addendums and logging of and managing the bidders' questions/answers. Also, assist the District in the pre-bid planning

outreach for the project to ensure that the project is advertised in national and construction outlets.

C.4.7 CONSTRUCTION PHASE

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

- C.4.7.1 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.4.7.2 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.4.7.3 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.4.7.4 Schedule Management:** Log in and review the GC's initial cost loaded CPM schedule submittal and forward it to the COTR with comments and a recommendation of approval or rejection. The CM shall review the CPM to ascertain whether (1) it includes as many activities as necessary to make the schedule an effective tool for planning, scheduling, monitoring and coordinating the work and for making progress payments, (2) it complies with the major milestones of the master schedule, and (3) it complies with the scheduling requirements of the construction contract(s) and (4) the cost of each item is accurate and cost schedule is not "front-end loaded." Receive and review GC monthly schedule updates and recommend appropriate action. Update master

schedule to coincide at all times with the current GC CPM schedule update.

- C.4.7.5 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.4.7.6 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.4.7.7 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.4.7.8 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.4.7.9 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.4.7.10 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.4.7.11 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), to perform inspection services required for obtaining Certificate of Occupancy.
- C.4.7.12 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.4.7.13 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.4.7.14 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.4.7.15 Subcontractor Plans:** Monitor GC's compliance with Local, Small, and Disadvantaged Business Enterprises (LSDBE) requirements, subcontracting plans and other contract requirements.
- C.4.7.16 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.4.7.17 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.4.8 COMMISSIONING and OCCUPANCY

The CM shall be responsible for performing the following tasks during the Commissioning Phase:

- C.4.8.1 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.4.8.2 Commissioning:** Coordinate the commissioning activities of the GC, A/E, District Government 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.4.8.3 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, etc. 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 raw materials, parts, and supplies as directed by the COTR.
- C.4.8.4 Punchlists:** Coordinate, review, and ensure the completeness of all punchlists prepared by A/E for finalizing the work; monitor the GC to ensure the satisfactory completion of the punchlists.
- C.4.8.5 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.
- C.4.8.6 Warranty:** Establish the process and coordinate performance of warranty work. Develop a master spreadsheet that captures all building components, their warranty period along with their contact information. Coordinate performance of warranty and defective work for a period of one year following substantial completion, or within the period permitted by the contract.

C.4.9 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.

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 CO 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 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 and the Quality Assurance Plan and Quality Control Plan of the Contractor approved by the District.

PART I

SECTION F - DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

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

F.2 OPTION PERIOD

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

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

F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT

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

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

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

F.4 PERIOD OF PERFORMANCE FOR TOS

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

F.5 TYPE OF CONTRACT

F.5.1 The District contemplates the award of one (1) ID/IQ contract with a total ceiling amount of \$15,000,000.00. The minimum guarantee for the base year is \$1,000.00 and the minimum guarantee for each option is \$1,000.00. The unit amounts for each hour set forth in Section B "Schedule" are specified fixed hourly rates that include wages, overhead, general and administrative expenses and profit. The Contractor shall invoice any required cost as stated in Section C.2.26 subject to the cost ceiling \$300,000.00 for the base year and \$300,000.00 for each option year.

- F.5.2** 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.5.3** 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.5.4** 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.5.5** 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.5.6** 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.5.7** 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.6 DELIVERABLES

- F.6.1** The Contractor shall submit to the District, as a deliverable, the report described in section (H) of this contract that is required by the 51% District Residents New Hires Requirement and First Source Employment Agreement for each TO that is \$100,000.00 and over. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid. (Refer to H.4).
- F.6.2** The Contractor shall submit to the COTR all reports in writing according to the following schedules:

Item No.	TYPE OF REPORTS/SYSTEM	DUE DATES
1	Project Risks Assessment (See § C.4.4.3)	Within 90 days after issuance of TO
2	Monthly Status Reports (See §§C.4.4.4, C.4.5.10, C.4.7.5 and C.4.7.12)	Within 3 working days after the beginning of each month
3	Management Information System (See § C.4.4.5)	Within 60 days after issuance of TO
4	Records and Minutes of Meetings (See §§C.4.4.6 and C.4.5.6)	Within 48 hours of the meeting
5	Records on daily activities. (See §C.4.7.13)	Prior to final payment.
6	Quality Assurance and Quality Control Plan (See §C.4.4.7)	Within 60 days after issuance of TO.
7	Closeout Documents (See §C.4.8.3)	After commissioning
8	Certificate of Insurance (See §I.5.2)	With every task order proposal received

F.6.3 In performing a TO, the Contractor shall submit to the District all deliverables identified in the Contract and TO.

F.6.4 The Contractor shall submit a subcontracting plan with its proposal for the CO approval.

PART I

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 prices stipulated in specific TO, for services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

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

G.2 INVOICE SUBMITTAL

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

Name: Office of Finance & Resource Management
Address: 441 4th Street, NW, Suite 890 N
Washington, DC 20001
Telephone: (202) 727-8180

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

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

G.2.2.2 Contract number, encumbrance number, and assignment of an invoice number by the Contractor is 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 progress 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 CO'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 OFFICERS (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 COs. The address and telephone number of the COs authorized to sign TO(s) under this contract is:

*Karen Hester, Commodity Manager
Office of Contracting and Procurement
Construction, Design and Building Renovation Group
441- 4th Street, N.W., Suite 700-South
Washington, D.C. 20001
Telephone: (202) 724-4388; or*

*Geoffrey A. Mack, Assistant Commodity Manager
Construction, Design and Building Renovation Group
441- 4th Street, N.W., Suite 700-South
Washington, D.C. 20001
Telephone: (202) 724-5217*

*Diane Wooden, Assistant Commodity Manager
Construction, Design and Building Renovation Group
441- 4th Street, N.W., Suite 700-South
Washington, D.C. 20001
Telephone: (202) 724-2361*

G.6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER (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 CO, 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 CONTRACTING OFFICER'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:

*Allam Al-Alami, Project Manager
Construction Contract Support Administration (CCSA)
Office of Property Management (OPM)
2000- 14th Street, Washington, DC 20009
Telephone: (202) 441-2027*

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

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

G.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.9 ORDERING LIMITATIONS

G.9.1 GUARANTEED MINIMUM ORDER: The District guarantees the minimum order for the awardee in an amount of not less than \$1,000.00 annually.

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

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 and supplies to be provided under this contract shall be based on TO(s) issued by the CO. All TO(s) are subject to the terms and conditions of this Contract.

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 a RFTOP. The RFTOP will detail the project scope.

G.10.3 If the District feels that the price is unreasonable, the District will negotiate the price and then issue a task order to the Contractor.

PART I

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DISTRICT'S RESPONSIBILITY:

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

H.2 DISTRICT-FURNISHED EQUIPMENT/MATERIALS:

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

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

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

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

H.3 SUBCONTRACTS:

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

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

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

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

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

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 flowdown 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.3.4 The District requires that Local, Small and Disadvantaged Business Enterprises (LSDBE) participate in this project to the greatest extent possible. At least thirty five percent (35%) of the work under this procurement must be awarded to entities that are certified as either Small or Disadvantaged Business Enterprises by the District of Columbia Local Business Opportunity Commission. Contractor shall identify any/all LSDBE subcontractor(s) and their role in the project.

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

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

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

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

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

H.4.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying it’s 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 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 (FOIA):

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, 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.
- 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** DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

- H.10.1.5** The Contractor shall provide a copy of the Fact Sheet attached as J.1.3 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.3 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.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:

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated March 2007 as attachment J.1.2.

I.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS:

The applicable Service Contract Act Wage Determination No. 2005-2103, Revision No. 4, dated 07/05/2007 as attachment J.1.4.

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 I.5 apply to each TO issued under the Contract. Upon award of a TO under the Contract, the 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:

A. **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.1.2), (3) Contract provisions not identified in I.12.A (1); (4) Section J Contract Attachments not identified in I.12.A (2).

B. **TOs:** Unless the District otherwise provides in a TO, 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) Service Contract Act Wage Determination No. 2005-2103, Revision No. 4, dated 07/05/2007 (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.1.2).

I.11 CONTRACTS IN EXCESS OF \$1 MILLION:

Any individual TO issued under this Contract in excess of \$1,000,000.00 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia, and signed by the CO.

PART III

SECTION J: LIST OF ATTACHMENTS

SECTION J: LIST OF ATTACHMENTS

J.1 ATTACHMENT – *The following list of attachments are incorporated into the RFP by reference and made a part of the RFP in the following order of priority.*

J.1.1 Subcontracting Plan

J.1.2 Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated March 2007

J.1.3 Living Wage Act Notice and Fact Sheet

J.1.4 Service Contract Act Wage Determination No. 2005-2103, Revision No. 4, dated 07/05/2007

J.2 *The following forms, located at www.ocp.dc.gov under solicitation attachments shall be completed and incorporated with the bid.*

J.2.1 E.E.O. Information and Mayor's Order 85-85

J.2.2 Tax Certification Affidavit

J.2.3 First Source Employment Agreement

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.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:

*Karen Hester, 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 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 at 10:00 a.m. local time, on October 18, 2007, at the following location:

441 4th Street, N.W.
Suite 1114
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-proposal 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.

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. (*insert solicitation number, title and name of Offeror*)".

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 TEAM EXPERIENCE & ORGANIZATION

L.4.6.1.1.1 Provide an Organizational Chart listing company key personnel, their titles and roles.

L.4.6.1.1.2 Describe the support and interface with your home office or corporate headquarters for such aspects as financial, management and technical support.

L.4.6.1.1.3 Identify the key personnel who will manage the overall Offeror efforts and perform the duties required in this solicitation. Identify which key personnel are employee of the company and which are employees of sub-consultants. Identify any sub-consultants that are certified SBEs. .

L.4.6.1.1.4 Describe the education, training and experience of the key personnel. (A resume may be submitted if it provides this information). For each key personnel, list the laboratory projects each worked on in the past 5 years. Show experience in managing, forensic, public health, and mortuary science laboratories.

L.4.6.1.2 FIRM PROFESSIONAL QUALIFICATIONS

Describe professional qualifications of firm in performing construction management (CM) services and performing CM services for laboratories. Show experience in managing forensic, public health, and mortuary science laboratories. List all CM awarded projects in the last 5 years and identify within the list all laboratory projects. Include project size in terms of area and cost.

L.4.6.1.3 PAST PERFORMANCE

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

L.4.6.1.3.1 Offerors are to provide information to demonstrate successful experience as a CM

professional service contractor. Offerors shall submit a list of similar laboratory project in the past (five) 5 years. No points will be awarded under this section if less than three (3) similar projects within the past five (5) years. Similar project is defined as a project that is comparable in type, size, and complexity.

L.4.6.1.3.2 Firm's Past Performance: Past Performance References — Offerors shall provide a list of references for each project listed above including the updated contact information. References are to be an owner or an owner representative. Such information shall, at a minimum, include: company's name and address, point of contact, telephone and fax numbers and type of services provided. Firm past performance shall be submitted for the prime and any subcontractor that will perform major or critical aspects of the work as set forth in Section C, "Statement of Work". Highlight a minimum of two but no more than three relevant projects completed by the major sub-Contractors within the last five years. The District is not responsible for the accuracy of the contact information provided. This is to obtain an independent evaluation of prior contract performance for use in evaluating Past Performance.

L.4.6.1.3.3 Key Personnel Past Performance: Past Performance References — Offerors shall provide a list of references for each key personnel listed including updated contact information. Offerors shall provide a minimum of three (3) refercnes for each key personnel listed. Identify those that are SBEs. References are to be an owner or an owner representative. Such information shall, at a minimum, include current: company's name and address, point of contact, telephone and fax numbers and type of services provided. The District is not responsible for the accuracy of the contact information provided. Key personnel Past Performance experience may include experience with predecessor companies. Information submitted to satisfy the requirements 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.4.6.1.3.4** 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 be 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.4.6.1.4 USE OF CONSTRUCTION MANAGEMENT TECHNOLOGY

Describe the experience and the capability of your firm and team to use and implement web-based construction management tools and applications. Detail systems used, developed, and implemented at similar sized construction projects.

L.4.6.2 VOLUME 2, PRICE/COST 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.2.1, J.2.2, and J.2.3 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 November 9, 2007.

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 4th Street, N.W., Suite 703 South
Washington, D.C. 20001

L.9 SUBMISSION OF SUBCONTRACTING PLAN

Each Offeror shall submit a certified and notarized subcontracting plan with its proposal for approval by the CO. This plan shall meet the requirements described under §§ M.4.2 and M.4.10 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. The Contractor shall update the subcontracting plan at the time of its response to the RFTOP.

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 an 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.16 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.17 LEGAL STATUS OF OFFEROR:

L.17.1 Each offer must provide the following information:

L.17.2 Name, Address, Telephone Number, Federal Tax Identification Number and DUNS Number of Offeror;

L.17.3 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.17.4 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.17.5 The District reserves the right to request additional information regarding the Offeror's organizational status.

L.18 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
PAGER NUMBER	EMERGENCY NUMBER
EMERGENCY CONTACT PERSON	

L.19 TITLE OF CORRESPONDENCE, HAND DELIVERY OR MAILING OF SOLICITATION:

All contractual correspondence must be directed to:

*Karen Hester, 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
karen.hester@dc.gov
(202) 724-4388*

L.20 OFFER DOCUMENTS:

L.20.1 Persons who obtain solicitation materials from anyone other than the District's official source as specified under Section L.8 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.20.2 The District assumes no responsibility for furnishing any addenda/ amendments to anyone who obtains solicitation materials through other than the official channels.

L.20.3 Amendments/Addenda to solicitation documents and solicitation material are available from the issuing office.

L.21 EXAMINATION OF OFFER DOCUMENTS AND SITE OF WORK [Applicable to each RFTOP and TO]

L.21.1 Offerors will be held to have:

L.21.1.1 Checked all measurements and visible features which would in any manner affect the work to be performed.

L.21.1.2 Verified conditions at the site.

L.22 Standards of Responsibility

L.22.1 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.22.1.1 Evidence of financial resources adequate to perform the Contract, or ability to obtain them;

L.22.1.2 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.22.1.3 A satisfactory performance record;

L.22.1.4 A satisfactory record of integrity and business ethics;

L.22.1.5 The necessary organization, experience, accounting and operational controls and technical skills, or the ability to obtain them;

L.22.1.6 Compliance with the applicable District licensing and tax laws and regulations;

L.22.1.7 The necessary production, construction and technical equipment and facilities or the ability to obtain them, and

L.22.1.8 Other qualifications and eligibility criteria necessary to receive an award under the applicable laws and regulations.

L.22.2 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

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

The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
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.3.1 Volume 1 – Technical Capability Information Evaluation 80 Points

The Technical Proposal must include necessary information to enable evaluators to form a concrete conclusion of the Offeror’s ability to manage and perform the work identified in the solicitation. The evaluation of each Technical Proposal shall measure the ability of the Offeror to effectively manage general construction projects, provided in response to the submission requirements specified in Section L.4.6.

M.3.1.1 Team Experience & Organization (Section L.4.6.1.1) 30 Points

M.3.1.2 Firm Professional Qualifications (Section L.4.6.1.2) 20 Points

M.3.1.3 Past Performance (Section L.4.6.1.3) 20 Points

**M.3.1.4 Use of Construction Management Technology
(Section L.4.6.1.4) 10 Points**

M.3.3 Volume 2, Price Proposal Evaluation 20 Points

The price proposal evaluation will be objective. *The extended prices and the cost-reimbursement ceilings for the base year and option years will constitute the total price for the purpose of the price evaluation.* The Offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each Offeror's evaluated price score:

$$\frac{\text{Lowest price proposal} \times \text{weight}}{\text{price of proposal being evaluated}} = \text{evaluated price score}$$

M.3.4 Preference Points (12 Points)

The maximum preference points a Contractor can receive is 12. The preference points will be added to the Contractor’s evaluation score.

M.4 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, as amended, the District shall apply preferences in evaluating bids 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.4.1 General Preferences

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

- M.4.1.1** Three percent (3%) reduction in the bid price or the addition of three (3) points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.4.1.2** Five percent (5%) reduction in the bid price or the addition of five (5) points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.4.1.3** Ten percent (10%) reduction in the bid price or the addition of ten (10) points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.4.1.4** Two percent (2%) reduction in the bid price or the addition of two (2) points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.4.1.5** Two percent (2%) reduction in the bid price or the addition of two (2) points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.4.1.6** Two percent (2%) reduction in the bid price or the addition of two (2) points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.4.2 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

- M.4.2.1** Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three (3) points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.4.2.2** Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a five percent (5%) reduction in

the bid price for a bid submitted by the ROB in response to an IFB or the addition of five (5) points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

M.4.2.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten (10) points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

M.4.1.2.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two (2) points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

M.4.2.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two (2) points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

M.4.2.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two (2) points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.4.3 Maximum Preference Awarded

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

M.4.4 Preferences for Certified Joint Ventures

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

M.4.5 Vendor Submission for Preferences

M.4.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.4.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.4.5.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.4.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

M.4.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.4.6 Mandatory Subcontracting Requirement

M.4.6.1 At least 35% of the dollar value of this construction contract, excluding the cost of materials, goods, and supplies, shall be subcontracted to SBEs.

M.4.6.2 If there are insufficient qualified SBEs to fulfill the subcontracting requirement of the preceding paragraph, 35% of the dollar value, excluding the cost of materials, goods, and supplies, shall be subcontracted to local, small, or disadvantaged business enterprises.

M.4.6.3 For the purposes of paragraph M.4.6.1, purchases from SBEs that provide materials, goods, and supplies may apply to the 35% requirement.

M.4.6.4 For the purposes of paragraph M.4.6.2, purchases from local, small, or disadvantaged business enterprises that provide materials, goods, and supplies may apply to the 35% requirement.

M.4.7 LBE, SBE, or DBE Prime Contractor Performance Requirements

M.4.7.1 If an LBE, SBE, or DBE is selected as a prime contractor and is granted points or price reduction pursuant to the Act or is selected through a set-aside program under the Act, that LBE, SBE, or DBE prime contractor shall perform at least 35% of the contracting effort, excluding the cost of materials, goods, and supplies, with its own organization and resources and, if it subcontracts, at least 35% of the subcontracted effort, excluding the cost of materials, goods, and supplies, shall be with LBEs, SBEs, or DBEs.

M.4.7.2 If the total of the contracting effort, excluding the cost of materials, goods, and supplies, proposed to be performed by the LBE, SBE, or DBE is less than the amount required by the preceding paragraph, then the LBE, SBE, or DBE shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

M.4.8 Prime Contractor Performance Requirements Applicable to Joint Ventures

M.4.8.1 If a certified joint venture is selected as a prime contractor and is granted points or price reduction pursuant to the Act or is selected through a set-aside program under the Act, the LBE, SBE, or DBE partner of the joint venture shall perform at least 50% of the contracting effort, excluding the cost of materials, goods, and supplies, with its own organization and resources and, if the joint venture subcontracts, at least 35% of the subcontracted effort, excluding the cost of materials, goods, and supplies, shall be with LBEs, SBEs, or DBEs.

M.4.8.2 If the total of the contracting effort, excluding the cost of materials, good, and supplies, proposed to be performed by the LBE, SBE, or DBE is less than the amount required by the preceding paragraph, then the LBE, SBE, or DBE shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

M.4.9 Performance Requirement for Contracts of \$1 Million or Less

If this is a construction contract of \$1 million or less for which an LBE, SBE, or DBE is selected as prime contractor and is granted points or price reduction pursuant to the Act or is selected through a set-aside program under the Act, the LBE, SBE, or DBE prime contractor shall perform at least 50% of the on-site work with its own work force.

M.4.10 Subcontracting Plan

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. Each subcontracting plan shall include the following:

- M.4.10.1** A description of the goods and services to be provided by the SBEs, or if insufficient qualified SBEs, then by SBEs, LBEs, or DBEs;
- M.4.10.2** A statement of the dollar value, by type of business enterprise, of the bid or proposal that pertains to the subcontracts to be performed by the SBEs, or if insufficient qualified SBEs, then by the SBEs, LBEs, or DBEs;
- M.4.10.3** The names and addresses of all proposed subcontractors who are SBEs, or if insufficient qualified SBEs, then who are SBEs, LBEs, or DBEs;
- M.4.10.4** 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.4.10.5** A description of the efforts the prime contractor will make to ensure that SBEs, or if insufficient SBEs, then SBEs, LBEs, or DBEs, will have an equitable opportunity to compete for subcontracts;
- M.4.10.6** 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.4.10.7** 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.4.10.8** 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.4.10.9** A description of the prime contractor's recent effort to locate SBEs, or if insufficient SBEs, then SBEs, LBEs, or DBEs and to award subcontracts to them.

M.1.11 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.