

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF REAL ESTATE SERVICES  
CONTRACTING AND PROCUREMENT



**BID DOCUMENT**

INVITATION NO. DCHA-2010-B-0139

**PROJECT:** Deep Cleaning at Department of Parks and Recreation Facilities

**LOCATION:** Various Sites

 <b>SOLICITATION, OFFER AND AWARD</b> Contracting and Procurement Division		<b>1. Solicitation No.:</b> DCHA-2010-B-0139  Deep Cleaning at DPR Facilities		<b>2.Type:</b> <input checked="" type="checkbox"/> <b>Sealed Bid (IFB)</b>  <input type="checkbox"/> <b>Negotiated (RFP)</b>		<b>3. Date Issued:</b> May 18, 2010		<b>Page 1 of 74</b>																																														
4. Contract Number			5. Requisition/Purchase Request No.			6. <input type="checkbox"/> Open Market with set aside for LSDBE subcontracting (see Sec-M)  <input checked="" type="checkbox"/> SBE Set-Aside (see Sec-B.2 & Sec-M) Mandatory 35% SBE subcontracting requirement in accordance with Section M.1.7																																																
7. Issued By:  Department of Real Estate Services Contracting and Procurement Division 2000 14 <sup>th</sup> Street, N.W. – 5 <sup>th</sup> Floor Washington, D.C. 20009				8. Address Offer To:  Department of Real Estate Services Contracting and Procurement Division 2000 14 <sup>th</sup> Street, N.W. -3 <sup>rd</sup> Floor Bid Room Washington, D.C. 20009																																																		
9. For information contact:	C. Name:  Helena Barbour		B. Telephone (No collect calls)  (Area Code) (Number) (Ext) 202 202-671-2397			C. E-mail Address  <a href="mailto:helenC.barbour2@dc.gov">helenC.barbour2@dc.gov</a>																																																
<b>IMPORTANT - The "offer" section of this form, must be fully completed by offeror.</b>																																																						
<b>SOLICITATION</b>																																																						
<b>NOTE:</b> In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"																																																						
10. Sealed offers in "original" plus <u>1</u> copies to perform the work required will be received at the place specified in item 8, or if hand carried, to the bid counter located at address shown in item 8 until 2:00 P.M. local time on Tuesday, May 25, 2010. There will be no hard copies available for pick from the bid counter. The solicitation will be electronically posted and can only be accessed from <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> under Business Opportunities, click on List all Opportunities.																																																						
11. The District requires performance of the work described in strict accordance with the following:																																																						
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12. The Contractor shall begin performance and complete all the work within the date specified in the written																																																						
<input type="checkbox"/> Award <input checked="" type="checkbox"/> NTP This performance period is <input checked="" type="checkbox"/> Mandatory <input type="checkbox"/> Negotiable																																																						
13. The Contractor must furnish the required performance and payment bonds.																																																						
<input type="checkbox"/> yes, within five <b>(5)</b> calendar days after receiving the Notice of Intent to Award <span style="float: right;"><input checked="" type="checkbox"/> no</span>																																																						
14. <b>Additional Solicitation Considerations</b>																																																						
A. All bids are subject to the work requirements, provisions and clauses incorporated in this solicitation in full text or by reference																																																						
B. A BID GUARANTEE <input type="checkbox"/> is required <input checked="" type="checkbox"/> is not required																																																						
Government of the District of Columbia					Office of Contracting and Procurement																																																	

<b>OFFER ( Must be fully completed by offeror)</b>									
15. Name, Company Name and Address of Offeror (with zip code)				16. Telephone No. (    )			18. Remittance Address (if different than item 15).		
				17. E-mail address					
19. The offeror agrees to perform the work required at the prices specified herein and according to the BID SCHEDULE (Section B) and in strict accordance with the terms of this solicitation, if this offer is accepted by the District in writing within 90 calendar days after the date offers are due.									
20. The offeror agrees to furnish any required performance and payment bonds. <b>See SECTION L.11</b>									
<b>21. ACKNOWLEDGEMENT OF AMENDMENTS</b>									
The offeror acknowledges receipt of amendments to the solicitation (number and date each)									
Amendment Number									
Date									
22. Name and Title of person authorized to sign offer (Type or Print)				22C. Signature			22B. Offer		
<b>AWARD (To be completed by the District)</b>									
23. Amount				24. Accounting and Appropriation data					
25. PAYMENT WILL BE MADE BY:  Office of the Chief Financial Officer 441 4 <sup>th</sup> Street N.W., Suite 850 North Washington, D.C. 20001				26. Submit invoices as instructed in Section G of this solicitation (Contract Administration Data)					
<b>CO WILL COMPLETE ITEM 27 OR 28 AS APPLICABLE</b>									
27. [    ] NEGOTIATED AGREEMENT (The Contractor is required to sign this document and return__ copies to the issuing office). The Contractor agrees to furnish and deliver all items or perform all work requirements for the consideration stated in this contract. The rights and obligations of the parties of this contract shall be governed by ( a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications and specifications incorporated by reference in or attached to this contract.					28. [    ] AWARD (The Contractor is not required to sign this document). Your offer on this solicitation is hereby accepted. This award consummates the contract which consists of (a) the solicitation and your offer, and (b) this contract award. No further contractual document is necessary.				
29. Name and Title of Contractor or Person Authorized to Sign (Type or Print)					30. Name of CO (Type or Print)				
29C. Signature		29B. Date		30C. Signature		30B. Date			

**PART I**

**SECTION B: SCHEDULE FOR CONSTRUCTION, ALTERATIONS, REPAIRS PRICE**

**B.1** The District of Columbia Department of Real Estate Services (DRES), Contracting and Procurement Division, on behalf of the Department of Parks and Recreation (DPR), is seeking a contractor to provide all labor, materials, equipment and supervision for the deep cleaning of DPR facilities at various sites.

**B.2 Designation of Solicitation for the Small Business Set Aside Market Only**

This Invitation for Bids is designated for certified small business enterprise (SBE) bidders only under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005” as amended.

A SBE must be certified as small in the procurement category of Building Construction (General Construction, etc) in order to be eligible to submit a bid in response to this solicitation.

**B.3** The District contemplates award of a firm fixed-price contract. The estimated price range for this requirement is between \$250,000.00 - \$500,000.00.

**B.4** The Contractor must bid lump sum firm fixed price for the following Contract Line Item Number (CLIN) as described below.

<b>Facility</b>	<b>Address</b>	<b>Square Footage</b>	<b>Cost/ Sq. Ft.</b>	<b>Total Cost</b>
Benning Park Community Center	53rd and Fitch Sts., SE	20,800	\$ _____	\$ _____
Benning Stoddert	100 Stoddert Pl, SE	12,180	\$ _____	\$ _____
Chevy Chase Community Center	5601 Connecticut Ave NW	30,000	\$ _____	\$ _____
Columbia Heights	1480 Girard Street	47,395	\$ _____	\$ _____
Emery	5801 Georgia Ave, NW	20,230	\$ _____	\$ _____
Fort Davis	1400 41st Street SE	14,000	\$ _____	\$ _____
Hillcrest	3100 Denver St., SE	21,003	\$ _____	\$ _____
Kennedy	1401 7th Street NW	17,500	\$ _____	\$ _____
Lamond	20 Tuckerman St., NE	14,738	\$ _____	\$ _____
Langdon Park	2901 20th Street NE	22,206	\$ _____	\$ _____
Parkview	693 Otis Place, NW	5,740	\$ _____	\$ _____
Raymond	915 Spring Rd., NW	1,492	\$ _____	\$ _____
Therapeutic Recreation Center	3030 G St., SE	28,861	\$ _____	\$ _____
Trinidad	1310 Childress St., NE	20,600	\$ _____	\$ _____
Turkey Thicket	1100 Michigan Ave NE	30,000	\$ _____	\$ _____

Bald Eagle	100 Joliet St, SW	7,250	\$ _____	\$ _____
Congress Heights	100 Randle Pl., SE	1,290	\$ _____	\$ _____
Douglass	1986 Stanton Terrace SE	4,906	\$ _____	\$ _____
Friendship	4500 Van Ness Street, NW	1,983	\$ _____	\$ _____
Ft. Stanton	1812 Erie St., SE	5,907	\$ _____	\$ _____
Ft. Stevens	1327 Van Buren St NW	6,644	\$ _____	\$ _____
Hamilton	1340 Hamilton St., NW	1,400	\$ _____	\$ _____
Hardy	4500 Q St., NW	3,052	\$ _____	\$ _____
Harrison	13th & V Sts, NW	1,006	\$ _____	\$ _____
Joy Evans	555 L Street SE	4,581	\$ _____	\$ _____
Kalorama	1875 Columbia Rd NW	918	\$ _____	\$ _____
King Greenleaf	201 N St, SW	16,562	\$ _____	\$ _____
Lafayette	5900 33rd St., NW	996	\$ _____	\$ _____
Lederer	4801 Nannie Helen Burroughs Ave NE	2,229	\$ _____	\$ _____
Palisades	5600 Sherrier Pl, NW	5,378	\$ _____	\$ _____
Petworth	801 Taylor Street NW	2,669	\$ _____	\$ _____
Riggs LaSalle	501 Riggs Road NE	15,000	\$ _____	\$ _____
Rose Park	26th & O Sts, NW	1,519	\$ _____	\$ _____
Sherwood	640 10th Street, NE	22,000	\$ _____	\$ _____
Stead	1625 P St, NW	1,234	\$ _____	\$ _____
Takoma Field House	300 Van Buren St NW	1,020	\$ _____	\$ _____
Upshur	4300 Arkansas Ave N.W.	2,039	\$ _____	\$ _____
Volta	1555 34th St., NW	2,441	\$ _____	\$ _____
Banneker	2500 Georgia Ave. NW	12,693	\$ _____	\$ _____
Barry Farms	1230 Sumner Rd, SE	3,130	\$ _____	\$ _____
Brentwood	2311 14th Street, NE	5,000	\$ _____	\$ _____
Harrison	13th & V Sts, NW	1,006	\$ _____	\$ _____
Hearst	3600 Tilden St., NW	2,103	\$ _____	\$ _____
Macomb	3409 Macomb St, NW	1,020	\$ _____	\$ _____
North Michigan	1333 Emerson St., NE	15,224	\$ _____	\$ _____
Ridge Road	810 Ridge Rd., SE	2,276	\$ _____	\$ _____
SETLC	701 Mississippi Ave., SE	15,000	\$ _____	\$ _____
Takoma Community Center	4th St and Van Burren St. NW	1,991	\$ _____	\$ _____
Theodore Hagen	3201 Ft. Lincoln Dr NE	4,500	\$ _____	\$ _____

Twin Oaks	14th & Taylor Sts, NW	1,000	\$	\$
Watts Branch (Marvin Gaye)	6201 Banks Pl NE	1,974	\$	\$
<b>GRAND TOTAL</b>				<b>\$</b>

**LUMP SUM PRICE IN WORDS**

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**PART I  
SECTION C**

**C.1 SCOPE:**

DRES, on behalf of DPR is seeking a contractor to provide all labor, materials, equipment and supervision for the deep cleaning of DPR facilities located at various sites.

**C.2 BACKGROUND**

DPR is pursuing this project because a thorough cleaning of all the recreational facilities needs to be completed each year. DPR also does not currently have enough personnel on hand to complete the thorough cleaning by June 18, 2010. Cleaning and maintenance of DPR facilities is a recurring need. With this contract, DPR leadership intends to maintain its facilities in order to avoid major repairs in the future.

**C.3 DEFINITIONS**

The following definitions outline minimum acceptable standards for the activity to be performed.

**C.3.1 Vacuum Carpet and Spot Cleaning**

Thoroughly vacuum all carpeted areas. Move and vacuum under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items moved. After vacuuming, leave all rugs clean, free from dust balls, dirt and other debris. Prior to vacuuming, broom all edges not reached by vacuum. Straight suction vacuuming is not acceptable. *The agency requires that a motor driven Commercial grade vacuum with HEPA filtered exhaust or equipment that meet these standards be used exclusively in all carpeted areas.* Empty dust and dirt from vacuum cleaner into a plastic trash bag, tie off and remove to a Dumpster. As part of the vacuuming process, carpet spot cleaning is required.

**C.3.2 Wet Mopping and Scrubbing**

The floors must be properly prepared, thoroughly swept to remove visible dirt and debris, wads of gum, tar and foreign substances from the floor surfaces. Upon completion of the wet mopping or scrubbing, the floor must be clean and free of dirt, water streaks, mop marks, strings; properly rinsed and dry mopped to present an overall appearance of cleanliness. All surfaces must be dry and corners and cracks clean after the wet mopping or scrubbing. Chairs, wastebaskets and other similar items must not be stacked on desks, tables or window sills, nor used in place of stepladder. All furniture readily movable by one person and intended to be moved frequently must be moved during all floor cleaning operations and replaced in original positions upon completion. Baseboards, walls, furniture and equipment must in no way be splashed, disfigured or damaged during these operations, but rather left in a clean condition.

### **C.3.3 Damp Wiping**

This task consists of using a clean damp cloth or sponge to remove all dirt spots, streaks, from walls, glass and other specified surfaces and then drying to provide a polished appearance.

- The wetting solution must contain an appropriate cleaning agent.
- When damp wiping in toilet areas, use a multi-purpose disinfectant/deodorizer.

### **C.3.4 Strip and Seal**

Close and properly mark area "closed". Remove all movable objects from area.

- Apply approved stripping solution at approved dilutions to area to be stripped. Allow solution to stand according to approved manufacturer's recommendations. Do not allow solution to dry out or stand too long. Any finish or dirt must also be removed from walls, doors, baseboards, etc. at this time.
- Thoroughly agitate all floor area to remove all old finish with approved strip pad.
- Use wet vacuum to pick up old finish and stripper.
- Thoroughly mop rinse areas with clean cotton mop and clean water. Make sure walls, doors, baseboards, etc. are also thoroughly rinsed.
- Thoroughly mop rinses areas a second time with clean cotton mop and clean water with approved neutralizer/conditioner chemical at approved dilution. Make sure walls, doors, etc. are also thoroughly rinsed.
- Allow floor to air dry.
- If any old finish remains, repeat "a" through "f".
- Continue "a" through "g" until area is properly stripped and/or rinsed.
- Apply thin coat of approved sealer with approved clean nylon or rayon mop head or approved clean applicator. Stripping solution finish and sealer must not be slopped on walls, doors, etc. Allow sealer to thoroughly dry.
- Apply second coat of sealer as described in "i" above. Allow sealer to thoroughly dry.
- Apply top coating and second coat of approved floor finish.

### **C.3.5 Waxing and Buffing**

Apply wax in a thin, even coat and machine buff with a high speed buffer immediately after drying. The number of coats applied will depend on the type and condition of the floor. All waxed surfaces must be maintained so as to provide safe ANTI-SLIP walking conditions. Chairs, wastebaskets and other similar items must not be stacked on desks, tables or window sills, nor used in place of stepladder. All furniture readily movable by one or two people and intended to be moved frequently must be moved during all floor cleaning operations and replaced in original positions upon completion. Baseboards, walls, furniture and equipment must in no way be splashed, disfigured or damaged during these operations, but rather left in a clean condition.

### **C.3.6 Empty Waste Receptacles**

Empty all containers that are provided for the disposal of waste i.e., waste baskets, torpedo type containers, sanitary napkin disposal bins, boxes, etc. into plastic bags, tie off and remove to dumpster. Dispose of items in waste containers only unless clearly marked for disposal.

### **C.3.7 Restroom Cleaning**

- Disinfect
- Clean and disinfect waste receptacles and dispensers inside and outside. Use proper chemicals for surface to be cleaned at proper dilution. After item has been cleaned completely, wipe item with approved \*disinfectant solution and allow to air dry.
- Clean and Disinfect Sinks
- Thoroughly clean all sinks, including bottom, faucets, and spigots, with approved creme cleanser. Rinse thoroughly as all creme cleanser residues must be removed. Then wipe each item with approved \*disinfectant solution and allow to air dry.
- Clean Glass and Mirrors
- Thoroughly clean all glass and mirrors using an approved alcohol based glass cleaner. Use a soft, clean cloth. Dry completely. Surface should be streak, smear, and smudge free. Make sure attached frames, edges, and shelves are also cleaned and dried as well as the glass surface. Squeegee may be used as needed.
- Clean and Disinfect Toilets and Urinals
- Thoroughly clean toilets, toilet seats, and urinals with approved acid free bowl cleaner, rinse thoroughly. (Approved acid cleaner may not be used more than once per month and should be used on the interior of toilet or urinal only. Great

care must be taken to avoid any chrome when acid cleaner is used). Wipe each toilet, toilet seat and urinal completely with approved disinfectant solution. Buff dry to a streak, smear and smudge free "shine". Leave seats in a raised position.

- Clean and Disinfect Walls, Doors, Partitions and Handrails
- Thoroughly clean all walls (including switch and plug covers), doors (including entrance doors inside and outside), partitions and handrails with proper approved chemicals and proper approved dilution. Rinse thoroughly as needed, then wipe all areas with approved \*disinfectant solution and allow to air dry.
- Damp Mop - \*Disinfectant
- Thoroughly damp mops all non-carpeted areas. Move and damp mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items after floor has dried completely. Use a clean cotton mop head that is in good condition. Use clean water at all times (change water often). Mop head must be only damp. No excess water can be left behind. Approved proper chemicals at proper dilution must be used at all times. Finished floor must be clean and streak free. Thoroughly damp mop floor with approved \*disinfectant solution. Allow to air dry.

\*All disinfectant solutions must be changed after each restroom cleaning. The disinfectant solution used for the damp mopping process is to be emptied down the floor drain in each restroom. This practice will help reduce unpleasant odors coming from the floor drains.

- Clean and disinfect Showers, shower walls and stalls
- Thoroughly clean all showers, including bottom, faucets, and spigots, with approved creme cleanser. Thoroughly clean all walls, floors, (including plug covers), doors (including entrance doors inside and outside), partitions and handrails with proper approved chemicals and proper approved dilution. Rinse thoroughly as needed, then wipe all areas with approved \*disinfectant solution and allow to air dry.

### **C.3.8 Remove Carpet Runners (as applicable)**

Carpet runners must be removed from floor to allow for proper cleaning, as needed. Be sure to remove excess water from runner with approved wet pick up vacuum before carpet runners are removed. Carpet runners must be extracted as specified during ice melt/salt usage, to maintain a clean appearance.

### **C.3.9 Replace Carpet Runners (as applicable)**

After floor has been properly cleaned and is completely dry, replace carpet runners in their original locations.

### **C.3.10 Clean and Disinfect Drinking Fountains**

Thoroughly clean entire exterior surface with approved cream cleanser. The grain of the stainless steel must be followed at all times. Rinse thoroughly as all cream cleanser must be removed. Wipe entire surface with approved disinfectant solution.

- Wipe Dry
- Use a clean, soft cloth and wipe item dry. The grain of the stainless steel must be followed.

### **C.3.11 Stainless Steel (Brass) Cleaning (Elevators, Doors, Trim, Etc.)**

Thoroughly clean all stainless steel (brass) not previously mentioned with approved cleaner and a clean soft cloth. Great care must be taken to follow the grain of the stainless steel at all times when cleaning.

### **C.3.12 Carpet Extracting**

- Perform vacuuming, and shampooing with commercial grade equipment only.
- All carpeting, including carpet runners, must be thoroughly cleaned as follows:
- All movable items must be removed from area(s) to be cleaned (i.e., chairs, waster receptacles, all free standing tables, typing stands, boxes, plants, all temporary floor coverings, etc.) and area thoroughly vacuumed.
- Thoroughly spray next area to be cleaned with approved pre-treats or carpets lane cleaner used at approved dilution. Spray must be applied so those fibers remain damp until cleaned. Chemical should be left to work for 10-15 minutes
- Thoroughly extract all properly pretreated carpeted areas. Agitation is necessary, using an approved motor driven brush. A minimum of three cleaning passes and two vacuuming only must be used. Approved equipment and chemicals, at approved dilutions, must be used.
- All stains must be removed during the extraction process, using approved chemicals. Great care must be taken to completely remove stain removal chemicals from carpet fiber.
- Thoroughly spray all thoroughly cleaned carpet with approved carpet fiber protector at approved dilution. Application must be made with approved sprayer. Carpet track off mats and runners such as those found in building lobby areas, are exempt for this process.
- Replace all items removed for cleaning. All items moved back into place that have metal of any type that come in contact with carpeting must be wood blocked or tabbed to keep the metal off the carpet fiber until thoroughly dry. All blocks or

tabs should be removed during the next scheduled regular area cleaning, provided the carpet is thoroughly dry. This could take more than one day.

### **C.3.13 Scrub - Restroom Floors/Hard Surface Stairwell Floors**

- Close restrooms. Remove all movable objects from area
- Apply approved cleaning solution at approved dilution to area to be scrubbed. Do not allow solution to dry.
- Quickly agitate small section coated with solution with approved stiff bristle brush. Be sure grouting is clean.
- Use wet vacuum to pick up dirty solution.
- Thoroughly mop rinses area with clean cotton mop and clean water. Make sure all walls, doors, etc. are also thoroughly rinsed.
- Thoroughly mop rinse a second time with clean cotton mop and clean water. Make sure all walls, doors, etc. are also thoroughly rinsed a second time.

### **C.3.14 Wall Spot Cleaning**

Thoroughly clean all spots, smudges, stains, etc. from walls, partitions and modular partitions using approved chemicals at approved dilutions. Wipe dry with clean soft cloth. Also thoroughly clean all interior glass with approved alcohol based glass cleaner and wipe dry with clean dry cloth. All surfaces must be dirt and streak free.

### **C.3.15 Dusting**

- Thoroughly dust all vertical and horizontal surfaces in all cleanable areas with approved dust cloth or tool treated with an approved water based dust control chemical, up to and including ceiling vents, air bars, and lighting devices, window blinds, etc.
- Do not move dusting residue from spot to spot, but remove directly from the areas in which dirt lies by the most effective means appropriate; treated dusting cloths or vacuum tools.
- Leave no dust streaks.
- Leave corners, crevices, molding and ledges free of dust and cobwebs.
- Leave no oil spots or smudges on dusted surfaces caused by dusting tools.
- Dusting high and low includes, but is not be limited to, partition tops, pictures, chair rungs, etc.

- Window hangings are either venetian blinds or drapes. Dust venetian blinds. Lightly vacuum drapes.

### **C.3.16 Clean HVAC Vents**

Vacuum excess dust and dirt from vents. Damp wipes clean with approved disinfectant solution and wipe dry.

### **C.3.17 Glass/Window Cleaning**

Glass cleaning shall be performed as specified. It is expected that all glass, including doors, revolving doors and windows shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door, revolving door or window to accomplish clean glass. Any tape or other sticky residue must be removed as well.

### **C.3.18 Vacuum fabric modular walls & fabric chairs (upholstered furniture)**

Using suction type vacuum, will vacuum all fabric on modular walls and all fabric covered chairs leaving all fabric clean, free from dust balls, dirt and other debris.

## **C.4 REQUIREMENTS**

- C.4.1** The Contractor shall use environmentally-friendly or "green" products to clean all facilities: non-toxic, bio-degradable products that use plant-based surfactants (no petroleum-based products, no carcinogenic compounds).
- C.4.2** The Contractor shall also not interrupt existing DPR programming during the day. Unless directed by the Contracting Officer Technical Representative (COTR) the Contractor shall clean facilities between the hours of 9:00 pm - 8:00 am.
- C.4.3** The entire scope of work must be completed at all listed facilities by June 18, 2010. Cleaning crews cannot interfere with existing programming.
- C.4.4** The Contractor shall contact the COTR with any questions pertaining to the facilities and schedule and shall meet with the COTR prior to starting work
- C.4.5** The Contractor shall provide their own supplies and equipment to complete all parts of the deep cleaning scope of work.
- C.4.6** The Contractor shall not use Department of Parks and Recreation supplies or equipment.
- C.4.7** The Contractor shall provide a complete schedule for cleaning of all facilities before work begins. If any adjustments are made, the Contractor shall immediately notify the COTR.
- C.4.8** Once a site is completed, the COTR or the designated agency representative will

complete a walk-through of each site with the Contractor representative to ensure scope of work completion.

**C.4.9 Interior**

**C.4.9.1** The Contractor shall pick-up and remove trash (on-site dumpster can be used).

**C.4.9.2** The Contractor shall complete Carpet extracting (vacuuming, shampooing, and stain removal) for all carpeted surfaces.

**C.4.9.3** The Contractor shall damp wiped hand rails and polish metal hand rails.

**C.4.9.4** The Contractor shall clean and dust furniture/desks/reception desks (includes removal of sticky residue or tape pieces)

**C.4.9.5** The Contractor shall dust and spot clean all interior walls, ledges, furniture and equipment.

**C.4.9.6** The Contractor shall vacuum upholstered furniture.

**C.4.9.7** The Contractor shall full clean front door mats.

**C.4.9.8** The Contractor shall damp wipe all light fixtures.

**C.4.9.9** The Contractor shall clean all interior and exterior windows (please note that some windows may require a ladder or other equipment). When cleaning windows, any adhesive tape pieces or paper scraps shall be removed.

**C.4.9.10** The Contractor shall strip, seal, wax, and buff vinyl and linoleum floors using materials and equipment appropriate for the surface (Gymnasium Hardwood Floors Not Included).

**C.4.9.11** The Contractor shall clean and damp wipe all HVAC vents.

**C.4.9.12** The Contractor shall clean and damp wipe ceilings (any mold or debris removed).

**C.4.9.13** The Contractor shall damp wipe (including doors, replace lights, and clean tracks) and polish handrails.

**C.4.9.14** The Contractor shall damp wipe all cove bases (base boards).

**C.4.9.15** The Contractor shall scrub, clean, and polish all water fountain surfaces.

**C.4.9.16** The Contractor shall remove any dirt or residue from interior walls with appropriate equipment and solutions.

**C.4.9.17** The Contractor shall clean all doors, door frames, kick plates, door hardware, switch plates, and drinking fountains to remove any spillage, smudge marks, ink and pencil marks. Stainless steel and brass hardware shall be clean and polish to a shiny appearance.

#### **C.4.10 Bathrooms**

**C.4.10.1** The Contractor shall clean and scrub toilets and urinals with a disinfectant detergent.

**C.4.10.2** The Contractor shall wax and polish floors to a high luster gloss finish. Special attention shall be paid during floor cleaning and waxing to remove grout stains and to prevent wax from becoming built up at the base of the fixtures and on baseboards. All non-skid mats shall be rinsed and disinfected.

**C.4.10.3** The Contractor shall scrub sinks and polish fixtures.

**C.4.10.4** The Contractor shall clean and polish mirrors.

**C.4.10.5** The Contractor shall clean and remove graffiti from stall walls and partitions.

**C.4.10.6** The Contractor shall polish all mirrors and metal surfaces including faucets, toilet fixtures, door handles, and countertops.

**C.4.10.7** The Contractor shall damp wipe and clean ceilings (any mold or debris removed).

#### **C.4.11 Other**

**C.4.11.1** The Contractor shall damp wipe, clean, and remove any stains or debris from bleachers.

**C.4.11.2** The Contractor shall remove trash from bleachers.

**C.4.11.3** The Contractor shall power-wash all entry ways and remove debris.

**C.4.11.4** The Contractor shall power-wash all exterior sidewalks, walkways, and patio areas adjacent to each facility.

**C.4.11.5** The Contractor shall power-wash all facility exterior masonry walls (do-not power-wash painted surfaces).

**C.4.11.6** The Contractor shall pick-up and remove exterior litter (not in trash cans) (Haul off-site). This includes loose litter located in planting beds and bushes adjacent to facility.

**PART I**

**SECTION D: PACKAGING AND MARKING**

**D.1 MATERIAL DELIVERY, HANDLING AND STORAGE:**

- D.1.1** The Contractor shall deliver materials and equipment in the original, properly labeled, unbroken packages, containers, cartridges or bundles and in such quantities and such ample time that progress of work will not be delayed.
- D.1.2** The Contractor shall protect materials and products against any damage or deterioration during transit to the site, unloading, delivering and storing at site, installation or erection and during period between installation or erection and final acceptance by the District, that shall include, but not limited to:
  - D.1.2.1** Minimum exposure to weather during delivery.
  - D.1.2.2** Storage off ground in dry, well-ventilated spaces.
  - D.1.2.3** Covering, as necessary, for adequate protection from soiling and wetting.
- D.1.3** The Contractor shall provide storage methods that will facilitate inspection and testing before and during the use as follows:
  - D.1.3.1** Space for storage of materials and equipment will be approved by the District's Inspector (see Paragraph G.22).
  - D.1.3.2** The Contractor shall not occupy more space at the site than is absolutely necessary for proper execution of the work.

**PART I**

**SECTION E: INSPECTION AND ACCEPTANCE**

**E.1 INSPECTION:**

The inspection and acceptance requirements for the resultant contract will be governed by Item 6 of the General Provisions of the Standard Contract Provisions For Use With District of Columbia Government Supplies and Services Contracts, March 2007, incorporated herein as **Attachment J.1.2.**

**E.2 PARTIAL ACCEPTANCE:**

**E.2.1** The Contracting Officer's Technical Representative (COTR) may, at his/her option, accept part of the work under the contract in writing prior to the COTR's final acceptance of all the work under the contract, when the COTR considers it beneficial to the District of Columbia.

**E.3 FINAL INSPECTION:**

**E.3.1** The Contractor shall give the COTR written notice at least seven (7) days in advance of date on which project will be 100% complete and ready for final inspection. Prior to final inspection date, the Contractor shall verify in writing that in the Contractor's best judgment no deficiencies exist.

**PART I**

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 TIME OF COMPLETION:**

The Contractor shall commence work on the date specified in the written Notice to Proceed (NTP) signed and issued by the Contracting Officer (CO) and shall complete all the work by June 18, 2010.

**F.2 DELIVERABLES:**

**F.2.1** The Contractor shall provide a complete schedule for cleaning of all facilities to the COTR within three (3) days from contract award.

**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, as described in Section G.2 of this document, only for the percentage of work or services actually performed or completed during the subject period and accepted by the District, less any discounts, allowances or adjustments provided for in this contract. Invoices will not be paid until COTR or the designated agency representative signs off on each site included in scope of work.

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

**G.2 INVOICE SUBMITTAL:**

**G.2.1** The Contractor shall submit invoices in triplicate on a monthly basis to the COTR as specified in Section G.9 below.

**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 (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible);

**G.2.2.2** Contract number, section two (2) and encumbrance number, section twenty-four (24) of the Solicitation Cover sheet. 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;

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

**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 This selection is intentionally left blank:**

**G.4 This selection is intentionally left blank:**

**G.5 ASSIGNMENTS:**

- G.5.1** 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.5.2.** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3** 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.6 THE QUICK PAYMENT CLAUSE:**

**G.6.1 Interest Penalties to Contractors**

- G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:
  - G.6.1.1** the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
  - G.6.1.2** the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
  - G.6.1.3** the 15<sup>th</sup> day after the required payment date for any other item.
- G.6.1.2** 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.6.2 Payments to Subcontractors**

- G.6.2.1** 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:



*Washington, D.C. 20009  
202-671-2405*

**G.8 AUTHORIZED CHANGES BY THE CO:**

**G.8.1** In accordance with Item 15 of the Standard Contract Provisions For Use With District of Columbia Government Supplies and Services Contracts, March 2007, the CO is the only person authorized to approve changes to any of the requirements of the contract.

**G.8.2** 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.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR):**

**G.9.1** 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:

*Derek Schultz  
Department of Parks and Recreation  
3149 16<sup>th</sup> Street N.W.  
Washington, D. C. 20010  
Tel: 202-251-7441*

**G.9.2** It is fully understood and agreed by the Contractor that the COTR shall not have any authority to make changes in the DPR specifications/scope of work, price or terms and conditions of the contract.

**G.9.3** 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.10 STOPPAGE OF WORK:**

If the Contractor fails to abide by any, or all, of the provisions of the contract, the CO reserves the right, by written notification to the Contractor, to stop all the work, or any portion thereof, affected by the Contractor's failure to comply with the contract requirements. This stoppage will remain in effect until the Contractor has taken action to meet the contract requirements, or any separable part thereof, and the CO notifies the Contractor in writing that work may resume. Stoppage of all part of the work by the CO pursuant to this Section G.10 notwithstanding, the District may terminate the right of the Contractor to proceed as provided in Item 16 of the General Provisions, TERMINATION, of Standard Contract Provisions for Supplies and Services, (March 2007).

**G.11 SUBCONTRACTS:**

- G.11.1** Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Government of the District of Columbia.
  - G.11.1.1** The divisions or sections of the DRES Specifications are not intended to control the Contractor in dividing the work among the subcontractors or to limit the work performed by any trade.
  - G.11.1.2** The Contractor shall be as fully responsible to the Government of the District of Columbia 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.
  - G.11.1.3** The Contractor shall coordinate the trades, subcontractor and material persons engaged upon his work.
  - G.11.1.4** The Contractor shall, without additional expense to the Government of the District of Columbia, utilize the services of specialty subcontractor for those parts of the work which the Contract specifies are to be performed by specialty subcontractors.
  - G.11.1.5** The Government of the District of Columbia will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.
- G.11.2** The Contractor shall not subcontract any portion of the contract 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) for 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:
  - G.11.2.1** Subcontractors name, address, telephone number, and Federal Social Security Number used on the Employers Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - G.11.2.2** Estimated dollar amount of the subcontract.
  - G.11.2.3** Estimated starting and completion dates of the subcontract.
  - G.11.2.4** 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.

**G.11.3** 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. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision 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.

**G.12 USE OF PREMISES:**

**G.12.1** If the Contractor considers it necessary to perform any work after the regular working hours on Saturdays, Sundays or legal holidays, the Contractor shall perform this work without any additional expense to the Government of the District of Columbia.

**G.12.2** The Contractor shall use only such entrances to the work area as designated by the COTR.

**G.12.3** Once the installation work is started, the Contractor shall complete the work as rapidly as possible and without unnecessary delay.

**G.12.4** The Contractor shall occupy only such portions of the premises as required for proper execution of the contract.

**G.12.5** The Contractor shall perform all the work in such a manner as to cause minimum annoyance or noises and disturbances to occupants of adjacent premises and interference with normal traffic.

**G.12.6** The Contractor shall keep gates locked to maintain security into work area dictated by the existing job conditions of such nature as to prevent:

**G.12.6.1** Entry of work areas by unauthorized persons;

**G.12.6.2** Removal of Government property and supplies.

**G.12.7** The Contractor shall not load or permit the loading of any part of any structure to such an extent as to endanger its safety.

**G.13 PATENTS:**

The Contractor shall hold and save the Government, its officers, agents, servants and employees, harmless for liability of, any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, article or appliance manufactured or used in the performance of this contract, including their use by the Government of the District of Columbia.

**G.14 SAFETY PRECAUTIONS:**

**G.14.1** The Contractor shall perform all site, plant and construction work in strict accordance with the Safety Standards of the District of Columbia and the U.S. Occupational Safety

and Health Act of 1970 and the D.C. Occupational Safety and Health Act of 1988, D.C. Official Code § 32-1101 et seq. and 1-620.01 et seq.

**G.14.1.1** The Contractor or his representative shall be thoroughly familiar with these standards and have copies of same available at the project site at all times.

**G.14.1.2** Operators of explosive-actuated tools shall have a training certificate, as required by the Safety Code, in their possession.

**G.14.1.3** The Contractor shall be responsible for providing and installing adequate temporary shoring or bracing for all walls, slabs and like constructions until such items attain their design, strength, and stability.

**G.14.2** The Government, its officers, agents, servants, and employees shall not be held liable for any property damages or physical harm resulting from inadequate protection.

**G.14.3** Prior to execution of shoring and/or bracing, the Contractor shall submit details and calculations for shoring and/or bracing designs for the COTR's review and concurrence.

**G.14.4** The Contractor shall exercise special precautions to prevent use of or access to the Contractor's materials, equipment or tools and entry into the Contractor's work areas by non-authorized personnel.

**G.14.4.1** A Contractor's attendant shall be present at all times when bituminous kettles are in operation to prevent the public from coming in contact with the kettles.

**G.14.4.2** The Contractor shall remove each kettle as soon as its use is complete.

**G.14.5** The Contractor shall chute or hoist to the ground any and all the materials being removed from the roof areas or any upper floor.

**G.14.6** The Contractor shall not permit any live wires to be left exposed and unguarded, including open panel boards.

**G.14.7** The Contractor shall cover all open trenches during hours when work is not being executed, as required for protection of the public.

**G.15** **This section is intentionally left blank:**

**G.16** **GUARANTEE OF WORK:**

**G.16.1** The Contractor guarantees, for a period of one (1) year after date of acceptance for occupancy as established in the District's written notification, to repair or replace any work in which any defects in material or workmanship appear within said period and to repair or replace any and all work damaged by reasons thereof, to the satisfaction of the COTR and without cost to the District of Columbia.

**G.16.2** In any case where in fulfilling the requirements of the contract or any guarantee, embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition comparable to its original condition and guarantee such restored work to the same extent as it was guaranteed under such other contracts.

**G.16.3** Upon the Contractor's failure to proceed promptly to comply with the terms of any guarantee under the contract or still running upon work originally executed by other Contractors, the District of Columbia may (1) either have such work performed as the CO deems necessary to fulfill such guarantee, or (2) allow all such damaged or defective work to remain in such unsatisfactory condition; provided that the Contractor shall promptly pay the District of Columbia the sum estimated by the CO under the provision of paragraph B above to represent the amount which would have been necessary to expend to fulfill such guarantee. Everything done in the fulfillment of any guarantee shall be without additional expense to the Government of the District of Columbia.

**G.17 PROTECTION:**

**G.17.1** The Contractor shall protect existing public and private property including but not limited to sidewalks, pavements, landscaping, from damage using methods approved by COTR such as planking, covering, temporary cement curbs, and shall be responsible for replacement of items that are damaged by work under this contract. The Contractor shall repair or replace damages to sidewalks, curbs, streets, public property and public utilities as directed by the COTR in accordance with standards of the agency having jurisdiction over the damaged property. The COTR will not permit grouting of cracks in sidewalks and driveways. The Contractor shall replace cracked slabs.

**G.17.2** The Contractor shall be responsible for personal injury to workmen and the public and shall indemnify and hold the District harmless for any such injuries that are incurred during the performance of this contract.

**G.17.3** Site Protection:

**G.17.3.1** Watchperson:

**G.17.3.1.1** The Contractor shall employ watchpersons to safeguard the site.

**G.17.3.1.2** The watchpersons shall be employed and on site during all periods in which the Contractor's employees are not performing actual site work.

**G.17.4** Lights:

**G.17.4.1** Illumination of the worksite during non-daylight hours is required of the Contractor at the Contractor's expense.

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**G.19 EXISTING CONDITIONS:**

**G.19.1** The Contractor shall verify by actual measurement existing work required to connect with work now in place before the Contractor commences actual work at the site. The Contractor shall ensure that new work in extension of existing work shall correspond in all respects with that to which it connects unless otherwise indicated or specified.

**G.19.2** The Contractor shall cut, alter, remove or temporarily remove and replace existing work as necessary for the performance of the work to be done. The Contractor shall restore work remaining in place that is damaged or defaced by reason of work done under this contract to a condition satisfactory to the COTR.

**G.20 This section is intentionally left blank:**

**G.21 EROSION AND POLLUTION CONTROL:**

**G.21.1** The Contractor shall provide erosion control facilities as approved and as required for fulfilling the requirements of Health Regulations of the District of Columbia.

**G.21.2** The Contractor shall take such measures, as determined to be adequate in the opinion of the CO, which will prevent soil erosion from the site in question.

**G.21.3** The Contractor shall conduct all operations in such a manner as to prevent when possible and otherwise minimize the contamination of watercourses by sediment bearing materials or other pollutants.

**G.21.4** The Contractor shall maintain effective erosion control for the duration of any suspension of all or a portion of the construction operation.

**G.22 GOVERNMENT INSPECTORS:**

**G.22.1** The Contractor shall perform work under the general direction of the COTR and is subject to inspection by his/her appointed Inspector to ensure strict compliance with the terms of the contract. Neither the COTR nor an Inspector is authorized to change any provision of the contract documents without written authorization of the CO.

**G.22.2** The Contractor shall not be relieved from compliance with material and workmanship requirements of the contract by the presence of or absence of an Inspector.

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**G.32.5 COST AND PRICING DATA (applicable to a Change Order or Modification) :**

**G.32.5.1** Unless otherwise provided in the solicitation, the Contractor shall, before negotiating any price adjustments pursuant to a change order or modification, submit cost or pricing data and certification that, to the best of the Contractor's knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of the date of negotiation of the change order or modification.

**G.32.5.2** If any price, including profit or fee, negotiated in connection with any change order or contract modification, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified by the Contractor, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified by the Contractor, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

**G.32.5.3** Cost or pricing data includes all facts as of the time of price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental, and are therefore verifiable. While they do not indicate the accuracy of the prospective Contractor's judgment about estimated future costs or projections, cost or pricing data do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.

**G.32.5.4** The following specific information should be included as cost or pricing data, as applicable:

**G.32.5.4.1** Vendor quotations;

**G.32.5.4.2** Nonrecurring costs;

**G.32.5.4.3** Information on changes in production methods or purchasing volume;

**G.32.5.4.4** Data supporting projections of business prospects and objectives and related operations costs;

- G.32.5.4.5 Unit cost trends such as those associated with labor efficiency;
- G.32.5.4.6 Make or buy decisions;
- G.32.5.4.7 Estimated resources to attain business goals;
- G.32.5.4.8 Information on management decisions that could have a significant bearing on costs.

**G.32.5.5** If the Contractor is required to submit cost or pricing data in connection with pricing any change order or modification of this contract, the CO or representatives of the CO shall have the right to examine all books, records, documents and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the change order or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. Contractor shall make available at its office at all reasonable times the materials described above for examination, audit, or reproduction until three years after the later of:

- G.32.5.5.1 final payment under the contract;
- G.32.5.5.2 final termination settlement; or
- G.32.5.5.3 the final disposition of any appeals under the disputes clause or of litigation or the settlement of claims arising under or relating to the contract.

**G.33 This section is intentionally left blank:**

**G.34 EXISTING EQUIPMENT REMAINING IN USE:**

- G.34.1 During the contract term, District personnel will maintain any existing equipment that remains temporarily operational.
- G.34.2 The Contractor shall coordinate with the COTR the time for removal of equipment in order to permit the District to salvage components for use on equipment remaining in use.

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**G.37 51% DISTRICT RESIDENTS NEW HIRES/FIRST SOURCE EMPLOYMENT AGREEMENT:**

- G.37.1 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").

- G.37.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, **Attachment J.2.3**, in which the Contractor shall agree that:
- G.37.2.1** 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
  - G.37.2.2** 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.
- G.37.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”), verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:
- G.37.3.1** Number of employees needed;
  - G.37.3.2** Number of current employees transferred;
  - G.37.3.3** Number of new job openings created;
  - G.37.3.4** Number of job openings listed with DOES;
  - G.37.3.5** Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
  - G.37.3.6** Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including;
    - a. Name;
    - b. Social Security number;
    - c. Job title;
    - d. Hire date;
    - e. Residence; and
    - f. Referral source for all new hires.
- G.37.4** 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.
- G.37.5** With the submission of the Contractor’s final request for payment from the District, the Contractor shall:
- G.37.5.1** Document in a report to the CO its compliance with the section G.37.4 of this clause; or

- G.37.5.2** Submit a request to the CO for a waiver of compliance with section G.37.4 and include the following documentation:
  - G.37.5.2.1** Material supporting a good faith effort to comply;
  - G.37.5.2.2** Referrals provided by DOES and other referral sources;
  - G.37.5.2.3** Advertisement of job openings listed with DOES and other referral sources; and
  - G.37.5.2.4** Any documentation supporting the waiver request pursuant to section G.37.6.
  
- G.37.6** The CO may waive the provisions of section G.37.4 if the CO finds that:
  - G.37.6.1** A good faith effort to comply is demonstrated by the Contractor;
  - G.37.6.2** 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.
  - G.37.6.3** The Contractor enters into a special workforce development training or placement arrangement with DOES; or
  - G.37.6.4** 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.
  
- G.37.7** Upon receipt of the Contractor's final payment request and related documentation pursuant to sections G.37.5 and G.37.6, the CO shall determine whether the Contractor is in compliance with section G.37.4 or whether a waiver of compliance pursuant to section G.37.6 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 CFO and the COTR.
  
- G.37.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section G.37.5, 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 G.37.8.

**G.37.9** The provisions of sections G.37.4 through G.37.8 do not apply to nonprofit organizations with 50 employees or less.

**G.38 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT:**

**G.38.1** For contracts subject to the 51% District Residents New Hires Requirement and First Source Employment Agreement, final request for payment must be accompanied by the report or a waiver of compliance discussed in G.37.

**G.38.2** The CFO shall not make final payment 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 Requirement and First Source Employment Agreement

**PART I**

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**H.1 This section is intentionally left blank:**

**H.2 GOVERNMENT’S RESPONSIBILITY:**

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

**H.3 This section is intentionally left blank:**

**H.4 This section is intentionally left blank:**

**H.5 This section is intentionally left blank:**

**H.6 PROPRIETARY RESTRICTIONS:**

**H.6.1** Proprietary names or brands are mentioned for descriptive, not restrictive, purposes and are intended to establish minimum standards of quality for materials, fabrication and finishes.

**H.6.1.1** Such references shall not be construed as limiting competition or controlling selection of manufacturers, and the Contractor in such cases may submit for approval by the CO any item or type of construction which, is equal to that specified.

**H.6.1.2** The COTR will judge the submissions on the basis of durability, strength, appearance, serviceability of parts, output, coordination with related work and the ability to fulfill the requirements of the specified item. The CO may approve any item or type of construction submitted by the contractor which, in her sole discretion, is equal to that specified.

**H.7 DEBRIS AND CLEANING:**

**H.7.1** The Contractor shall, during the progress of the work, remove and properly dispose of the resultant dirt and debris daily and keep the premises clean and free from safety hazards.

**H.7.2** Upon completion of the work, the Contractor shall remove all equipment, salvaged materials provided for the work and leave the premises in a neat and clean condition satisfactory to the COTR at the site.

**H.8 This section is intentionally left blank:**

**H.9 STANDARDS:**

**H.9.1** Any material specified by reference to the number, symbol or title of a specific standard such as a Commercial Standard, a Federal Specifications, ASTM certification or other similar standard, shall comply with the requirements in the latest revision thereof in effect on the bid submission date specified in Section L.6.

**H.9.2** The District will not furnish any copies of the applicable Federal Specifications, Commercial Standards and other standard specifications to the bidders. However, the CO will furnish upon request, information as to how copies of the standards referred to may be obtained, and it will be responsibility of the requestor to obtain the necessary documents from respective sources.

**H.9.3** Where a standard is referred to in the various sections of these specifications, it shall include the installation requirements specified therein unless specifically modified in the contract specifications.

**H.10 This section is intentionally left blank:**

## PART II

### SECTION I: CONTRACT CLAUSES

#### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS:**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts March 2007 is incorporated herein as **Attachment J.1.2**, with the same force and effect as if given in full text.

#### **I.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS:**

**I.2.1** Service Contract Act Wage Rates are applicable. The current prevailing Wage Determination No. 2005-2103, Revision 8, dated 05/26/2009, incorporated herein as **Attachment J.1.1**.

**I.2.2** In accordance with the applicable provisions of 29 CFR, Part 1, Section 1.6 (c) (3) (IV), if the intent to award letter is not issued within ninety (90) days of bid opening, all intervening modifications (or new wage decision) are made a part of this contract. The Contractor will be reimbursed this added labor cost.

#### **I.3 CONFLICT OF INTEREST:**

**I.3.1** No official or employee of the District of Columbia or the Federal Government 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 shall be completed and incorporated with the bid. The forms can be found at [www.ocp.dc.gov](http://www.ocp.dc.gov) under solicitation attachments. An award cannot be made to any Bidder who has not satisfied the equal employment requirements as set forth by the Department of Small and Local Business Development.

**I.5 INSURANCE:**

C. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an C.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor/Insurance Company shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employers' Liability Insurance. The Contractor shall provide employers' liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

If projects hereunder include water operations, the U.S. Longshoremen and Harbor Workers' Compensation Act and Maritime endorsements must be purchased and attached to employers' liability insurance policy.

4. Installation-Floater Insurance. For projects not involving structures, the contractor shall provide an installation floater policy with a limit equal to the full contract value. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the contractor; and name the District

of Columbia as the loss payee on the policy, as its interests may appear. A waiver of subrogation in favor of the District of Columbia shall be included.

5. **Umbrella or Excess Liability Insurance.** The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.
  6. **Environmental Liability Insurance.** The Contractor shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of \$1,000,000 in coverage per incident and \$2,000,000 aggregate.
- B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; and any required Professional Liability for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The District shall 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 contract price.
- F. **NOTIFICATION.** The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this Insurance Section prior to commencing work. Evidence of insurance shall be submitted to:

***Diane Wooden, CO  
Department of Real Estate Services  
Contracting and Procurement Division  
2000 14<sup>th</sup> Street, N. W. - 5<sup>th</sup> Floor  
Washington, D. C. 20009  
Tel: 202-671-2405  
Email: [Diane.Wooden@dc.gov](mailto:Diane.Wooden@dc.gov)***

**I.6 DISCRIMINATION CLAUSES:**

**I.6.1 Anti-Discrimination Clause:**

The Contractor:

- I.6.1.1** Shall not discriminate in any manner against any employee or applicant for employment in violation of Section 211 of the District of Columbia Human Rights Act (DC Law 2-38; DC Official Code Section 2-1402.11);
- I.6.1.2** Shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials;
- I.6.1.3** Shall, along with all subcontractors, post in a conspicuous place available to employees and applicants for employment, a notice setting forth the provisions of the anti-discrimination clause set out in Section 251 of the District of Columbia Human Rights Act (DC Official Code Section 2-1402.51).

**I.6.2 Non-Discrimination Clause:**

- I.6.2.1** The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.) (“Act” as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.
- I.6.2.2** Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register and Mayor’s Order 2002-175 (10/23/02), 49 DCR 9883, the following clauses apply to this contract:
  - I.6.2.2.1** The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence, business, sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
  - I.6.2.2.2** The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during

employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business.

The affirmative action shall include, but not be limited to the following:

- (a) employment, upgrading or transfer;
- (b) recruitment, or recruitment advertising;
- (c) demotion, layoff, or termination;
- (d) rates of pay, or other forms of compensation; and
- (e) selection for training and apprenticeship.

- I.6.2.2.3** The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections **I.6.2.2.1** and **I.6.2.2.2** concerning non-discrimination and affirmative action.
- I.6.2.2.4** The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection **I.6.2.2.2**.
- I.6.2.2.5** The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- I.6.2.2.6** The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- I.6.2.2.7** The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by

the Director of the Office of Human Rights, or any authorized official.

**I.6.2.2.8** The Contractor shall include in every subcontract the equal opportunity clauses, subsections **I.6.2.2.1** through **I.6.2.2.9** of this section, so that such provisions shall be binding upon each subcontractor or vendor.

**I.6.2.2.9** The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

**I.7 CONTRACTS IN EXCESS OF \$1 MILLION:**

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

**I.8 DISPUTES:** (Delete Article 7, Disputes, of the General Provisions, of the Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Contracts, January 2007 and substitute the following Article 7. Disputes):

**I.8.1** All disputes arising under or relating to this contract shall be resolved as provided herein.

**I.8.2** Claims by a Contractor against the District.

Claim, as used in this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

**I.8.2.1** All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:

**I.8.2.1.1** A description of the claim and the amount in dispute;

**I.8.2.1.2** Any data or other information in support of the claim;

**I.8.2.1.3** A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and

**I.8.2.1.4** The Contractor's request for relief or other action by the CO.

**I.8.2.2** The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

- I.8.2.3** For any claim of \$50,000.00 or less, the CO shall issue a decision within sixty (60) calendar days from receipt of a written request from a Contractor that a decision is rendered within that period.
- I.8.2.4** For any claim over \$50,000.00, the CO shall issue a decision within ninety (90) calendar days of receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- I.8.2.5** The CO's written decision shall do the following:
  - I.8.2.5.1** Provide a description of the claim or dispute;
  - I.8.2.5.2** Refer to the pertinent contract terms;
  - I.8.2.5.3** State the factual areas of agreement and disagreement;
  - I.8.2.5.4** State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
  - I.8.2.5.5** If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - I.8.2.5.6** Indicate that the written document is the CO's final decision; and
  - I.8.2.5.7** Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- I.8.2.6** Any failure by the CO to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.
  - I.8.2.6.1** If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.
  - I.8.2.6.2** Liability under Paragraph I.8.2.6.1 shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- I.8.2.7** The decision of the CO shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Official Code § 2-309.04.

**I.8.2.8** Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

**I.8.3** Claims by the District against a Contractor

**I.8.3.1** Claim as used in Paragraph I.8.3 of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

**I.8.3.2** The CO shall decide all claims by the District against a Contractor arising under or relating to a contract.

**I.8.3.2.1** The CO shall send written notice of the claim to the Contractor. The CO's written decision shall do the following:

**I.8.3.2.1.1** Provide a description of the claim or dispute;

**I.8.3.2.1.2** Refer to the pertinent contract terms;

**I.8.3.2.1.3** State the factual areas of agreement and disagreement;

**I.8.3.2.1.4** State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

**I.8.3.2.1.5** If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;

**I.8.3.2.1.6** Indicate that the written document is the CO's final decision; and

**I.8.3.2.1.7** Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

**I.8.3.3** The decision shall be supported by reasons and shall inform the Contractor of his or her rights as provided herein.

**I.8.3.4** The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.

**I.8.3.5** This clause shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.

**I.8.4** The decision of the CO shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the District as authorized by D.C. Official Code §2-309.04.

**I.8.5** Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

**I.9 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.10 TIME:**

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

**I.11 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.12 INCORPORATION AND ORDER OF PRECEDENCE:**

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) (J.1.1), (2) Scope (Section C) and (Attachment J.1.2), (3) Specifications (Section C) and (Attachment J.1.3), Special Contract Requirements (Section H), (4) Contract Clauses (Section I), and (5) Standard Contract Provisions for use with Supplies and Services, March 2007 (Attachment J.1.4), (6) General Decision Number: DC080001, dated 2/05/2010 (Attachment J.1.5), (7) The Living Wage Act Notice and Fact Sheet (Attachment J.1.6), (8) Certifications and Representation (Section K), (9) Contractor's bid, and (10) First Source Employment Agreement (Attachment J.2.3), Sections D, E, F, G, L and M.

**I.13 AUDITS, RECORDS, AND RECORD RETENTION:**

**I.13.1** 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 Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.

- I.13.2** 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.
- I.13.3** 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.
- I.13.4** 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.
- I.13.5** 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.
- I.13.6** The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- I.13.7** In the event of a conflict between Article 28 of the General Provisions of the Standard Contract Provisions for Construction Projects, January 2007, and the provisions of this clause, the Standard Contract Provisions shall prevail.

**I.14 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.

**I.15 FREEDOM OF INFORMATION ACT:**

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.8 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*.

**I.16 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.*

**I.17 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.*

**I.18 This section is intentionally left blank:**

**I.19 ENVIRONMENTALLY PREFERABLE SOLVENT PRODUCTS:**

**I.19.1 Environmentally Preferable Products Goals**

**I.19.1.1** The District is seeking contractors to provide environmentally preferable and effective solvent products that support the District's environmentally preferable purchasing (EPP) contracting initiative.

**I.19.1.2** Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

**I.19.2 Environmentally Preferable Solvent Products**

**I.19.2.1** Solvents are fluids or a mixture of fluids capable of dissolving substances to produce compositions for industrial value.

**I.19.2.2** Solvent products subject to the requirements of this clause include, but are not limited to, the following classes:

- (a) **Alcohols.** Alcohols are solvents that dissolve substances such as shellacs, vinyls, acrylics, epoxies and silicones.
- (b) **Aliphatic Hydrocarbons.** Aliphatic hydrocarbons are solvents often found in coatings and insecticides. Commonly used as degreasers and solvents for acrylics and epoxies. Common aliphatics include mineral spirits, paint thinner, petroleum distillates, VM&P Naphtha, kerosene, gasoline and heptane (all of which are extremely flammable).
- (c) **Aromatic Hydrocarbons.** Aromatic hydrocarbons are substances used in printing, fiberglass-reinforced products, glues and veneers. Common aromatics include toluene (toluol), xylene (xylol), coal-tar naphtha, styrene and benzene.
- (d) **Chlorinated Hydrocarbons.** Chlorinated hydrocarbons are commonly used degreasers, dry cleaning agents, rubber solvents and paint strippers found in coatings, resins and tars. Common chemicals in this class include perchloroethylene, methylene chloride, carbon tetrachloride, methyl chloroform and trichloroethylene.
- (e) **Glycols.** Glycols, which are water-soluble solvents used as lubricants, are found in cosmetics, coatings, resins and dyes. Glycol ethers include butyl cellusolve (2-butoxyethanol), cellusolve (2-ethoxyethanol), methyl cellusolve (2-methoxyethanol), and cellusolve acetate (2-ethoxyethyl acetate). Most common glycol ethers are combustible.
- (f) **Esters.** Esters have differing chemical properties depending on their use including methyl formate, ethyl acetate, isopropyl acetate, methyl acetate, secamylacetate, and isoamyl acetate (banana oil).
- (g) **Ethers.** Ethers are ingredients in dyes, resins, waxes, cellulose nitrate and fuels, including ethyl ether, tetrahydrofuran, dioxane and isopropyl ether.
- (h) **Ketones.** Ketones are solvents for dyes, resin and waxes that are used to manufacture plastics, synthetic fibers, explosives, cosmetics and medicines. Some examples of ketones include acetone, methyl ethyl ketone, cyclohexanon and isophorone.
- (i) **Other Solvents.** Other types of solvents include freon, turpentine, dimethylformamide and carbon disulfide.

**I.19.3 Solvent Environmental Requirements - The Contractor shall avoid the following hazards when using solvent products during the performance of this contract:**

**I.19.3.1 Health Hazards**

- (a) Bodily Contact - The Contractor shall not use solvent products that irritate or harm the skin, eyes, nose and throat from direct contact with the solvents;
- (b) Inhalation – The Contractor shall not use solvent products that when inhaled causes headaches, nausea, vomiting and dizziness from contact with the solvents; and,
- (c) Ingestion – The Contractor shall not use solvent products that if ingested or exposed to for a period of time cause damage to the brain, liver, kidney, respiratory system and nervous systems.

**I.19.3.2 Physical Hazards**

- (a) Flammable materials are substances that will easily ignite, burn and serve as fuel for a fire. The flash point is the lowest temperature at which a liquid gives off enough vapors which, when mixed with air, can be easily ignited by a spark. The lower the flash point, the greater the risk of fire or explosion.
- (b) The Contractor shall not use solvent products that are a potential fire hazard or have a low flash point. A solvent is flammable and a serious fire hazard if its flash point is below 37.8C (100F).

**I.19.4 Prohibited Solvents**

**I.19.4.1** The following solvent products are recognized by the National Institute for Occupational Safety and Health (NIOSH) as carcinogens, ozone-depleting solvents or as reproductive hazards in the workplace and shall not be used:

Benzene	Carbon tetrachloride
Trichloroethylene	1,1,2,2-tetrachloroethane
2-methoxyethanol	2-ethoxyethanol
Methyl chloride	Trichlorotrifluoroethane
Chlorinated Fluorocarbon Compounds	

**I.19.5 Packaging Reduced/Recyclable**

- I.19.5.1** If possible, the Contractor shall use products that are in reusable, refillable, or recyclable containers or are otherwise made from recycled content products.
- I.19.5.2** No products shall be delivered in aerosol cans.
- I.19.5.3** All products must be available in non-aerosol containers such as ready-to-use pump action sprays, air-charged refillable containers, or spray bottles.

**I.19.6 Product Safety**

- I.19.6.1** The Contractor shall be responsible for:

- (a) Any damage to personnel, buildings, furniture or equipment directly traceable to their use or transportation of prohibited products.
- (b) Any spills or leaks that occur during the use or transportation of their products.
- (c) Evacuating and warning individuals that might be affected by any spills or leaks that occur when their products are being used or transported.
- (d) Paying the clean up cost for any spills or leaks that occur while they are using or transporting their products.

## **I.20 PROJECT PROGRESS/COORDINATION MEETINGS**

The contractor is required to perform the following activities:

- C. General: Prepare and distribute to each subcontracting entity performing work at the project site, a written memorandum of instructions on required coordination activities, including required notices, reports and attendance at meetings. Prepare similar memorandum for contractors performing work where interfacing of work is required.
- B. Bi-weekly Progress Meetings: In addition to specific pre-installation and coordination meetings for each element of work, hold bi-weekly progress meetings at regularly scheduled times which are convenient for everyone involved. Conduct meetings in a manner which will resolve any project problems, both present and anticipated. Record the meeting minutes and distribute copies to all persons in attendance and to others affected by decisions or actions resulting from each meeting. The meeting minutes shall be distributed in five (5) business days from the conclusion of the meeting and all corrections shall be made and the minutes re-distributed before the next meeting convenes.

## **I.21 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. Living wage act can be found at: [www.ocp.dc.gov](http://www.ocp.dc.gov). but is incorporated herein as **Attachment J.1.6**.

### **I.21.1 WAY TO WORK AMENDMENT ACT OF 2006**

- I.21.1.1** Except as described in I.21.1.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 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.

- I.21.1.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- I.21.1.3** 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.
- I.21.1.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- I.21.1.5** The Contractor shall provide a copy of the Fact Sheet attached as J.1.5 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.6 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.
- I.21.1.6** 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.
- I.21.1.7** 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.*
- I.21.1.8** 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.

**I.21.1.9** 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 III**

**SECTION J: LIST OF ATTACHMENTS**

**J.1 LIST OF ATTACHMENTS**

**J.1.1** Service Contract Act Wage Determination No. 2005-2103, Revision 8, dated 05/26/2009

**J.1.2** Standard Contract Provisions For Use With District of Columbia Government Supplies and Services Contracts, March 2007

**J.1.3** The Living Wage Act Notice and Fact Sheet

**J.2 INCORPORATED ATTACHMENT**

*(Bidders shall complete and incorporate with their bid packages, the following forms located at [www.ocp.dc.gov](http://www.ocp.dc.gov) under solicitation attachments.)*

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

**J.2.2** Tax Certification Affidavit at (<http://otr.cfo.dc.gov/otr/cwp/view,A,1330,q,593932.asp>.)

**J.2.3** First Source Employment Agreement

**J.2.4** LSDBE Certification Package ([www.dslbd.dc.gov](http://www.dslbd.dc.gov))

**PART IV**

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

- K.1 Certification of Eligibility**
- K.2 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-  
Lower Tier Covered Transaction**
- K.3 Payment to Subcontractor and Suppliers Certification**
- K.4 Subcontracting Plan**
- K.5 Certification of Independent Price Determination**
- K.6 Employment Agreement**
- K.7 Certification under “Buy American Act” (applicable to purchase of material and  
equipment)**
- K.8 Certification as to Type of Business Organization**

K.1

**CERTIFICATION OF ELIGIBILITY**

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

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

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

does not have a proposed debarment pending; and

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

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

\_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
President or Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_

At \_\_\_\_\_  
City and State

\_\_\_\_\_  
Notary Seal

\_\_\_\_\_  
Notary Public

**K.2**

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

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

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

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

does not have a proposed debarment pending; and

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

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

_____	_____
Contractor	President or Authorized Official
_____	_____
Date	Title

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

Subscribed and sworn before me this \_\_\_\_ day \_\_\_\_\_

At \_\_\_\_\_  
City and State

\_\_\_\_\_  
Notary Seal

\_\_\_\_\_  
Notary Public

**K.3**

**PAYMENT TO SUBCONTRACTOR AND SUPPLIERS CERTIFICATE**

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

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

Certification shall be made on the following standard form.

To:

*Diane Wooden, CO  
Department of Real Estate Services  
Contracting and Procurement Division  
2000 14<sup>th</sup> Street, N. W. - 5<sup>th</sup> Floor  
Washington, D. C. 20009  
Tel: 202-671-2405*

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**

**SUBCONTRACTING PLAN**

**PRIME CONTRACTOR INFORMATION:**

Company: _____ Street Address: _____ City & Zip Code: : _____ Phone Number: _____ Fax: _____ Email Address: _____	Solicitation Number: _____ Contractor's Tax ID Number: _____ Caption of Plan: _____ _____ _____
Project Name: _____ Address: _____ _____ Project Descriptions: _____ _____ _____	Duration of the Plan: From _____ to _____ Total Prime Contract Value: \$ _____ Amount of Contract (excluding the cost of materials, goods, supplies and equipment) \$ _____ Amount of all Subcontracts: \$ _____ LSDBE Total: \$ _____ equals _____% <div style="display: flex; justify-content: space-between; width: 100%;"> <span>LSDBE Subcontract Value</span> <span>Percentage Set Aside</span> </div>

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

Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work

Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ %    Tier: : _____ <small style="margin-left: 150px;">1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup></small> LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; margin-left: 10px;"> <tr> <td style="padding: 2px;">SBE:</td> <td style="padding: 2px;">LBE:</td> <td style="padding: 2px;">DBE:</td> <td style="padding: 2px;">DZE:</td> <td style="padding: 2px;">ROB:</td> <td style="padding: 2px;">LRB:</td> </tr> </table>	SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ <div style="text-align: right; margin-left: 100px;">Name (Print)</div> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:		

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

**CERTIFICATIONS**

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

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

**PERSON PREPARING THE SUBCONTRACTING PLAN:**

Name: _____ <div style="text-align: right; margin-left: 100px;">(Print)</div> Telephone Number: (    ) _____ - _____ Fax Number: (    ) _____ - _____ Email Address: _____	Signature: _____ Title: _____ Date: _____
---	---

**FOR CO USE ONLY**

Date Plan Received by CO: _____	
Report: <input type="checkbox"/> Acceptable <input type="checkbox"/> Not Acceptable	Contract Number: _____
Name of CO _____	Signature _____ Date _____

**(SUBCONTRACTORS LIST CONTINUED)**

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

<b>SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)</b>										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ %    Tier: : _____ <small>1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup></small> LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td>SBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
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SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					
<b>SUBCONTRACTOR INFORMATION:</b>										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ %    Tier: : _____ <small>1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup></small> LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td>SBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					
<b>SUBCONTRACTOR INFORMATION:</b>										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
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SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

**K.5**

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- C. 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 this Contract and the title of his or her position in the Bidder’s organization);

    - (ii) As an authorized agent, does certify that the principals named in subsection B(2)(i) above have not participated, and will not participate, in any action 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.6**

**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.7**

**BUY AMERICAN CERTIFICATION**

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

---

EXCLUDED END PRODUCTS

---

COUNTRY OF ORIGIN

**K.8**

**TYPE OF BUSINESS ORGANIZATION**

The Bidder, by checking the applicable box, represents that

(1) It operates as:

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

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

- an individual,
- a joint venture, or
- a corporation registered for business in \_\_\_\_\_  
(Country)

**PART V**

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

**L.1 PRE-BID CONFERENCE:**

**There will no pre-bid conference or site visits.**

**L.2 POST AWARD CONFERENCE:**

A post award conference with the Contractor is required. It will be scheduled by the COTR after the date of contract award. The Contractor will be notified of the exact date and time.

**L.3 CONTRACT AWARD:**

**L.3.1** The District reserves the right to accept/reject Contract Line Item (CLIN 0001) in the bids resulting from this solicitation. The CO may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

**L.3.2 Evaluation of Bids:** The District intends but is not obligated to make an award to the lowest evaluated bidder, which will be determined by applying, to the lump sum prices offered by each bidder in response to Section B.4, the appropriate preferences for each bidder according to Section M.1.

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

**L.4.1** Bidders shall submit **one (1) signed original** plus **one (1) copy** of the bid. The District will not accept a facsimile copy of a bid as an original bid. CLIN 0001 accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the Bidder's offer shall constitute the formal contract.

Each bid shall be submitted in a sealed envelope conspicuously marked on the outside:

**"Bid in Response to Solicitation No. DCHA-2010-B-0139"**

**L.4.1.1** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.

**L.4.1.2** The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.

**L.4.1.3** The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation, or if the solicitation package is obtained from any source other than the District's official source listed below. Bidders shall make no changes to the requirements set forth in the solicitation.

**L.5 BID SUBMISSIONS DATE AND TIME-BID OPENING:**

Bids must be submitted no later than 2:00 P.M. local time on May 25, 2010.

**L.5.** Bids will be publicly opened by the Department of Real Estate Services (DRES) 2000 14<sup>th</sup> Street, NW, 3<sup>rd</sup> Floor Bid Room, Washington DC 20009.

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

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

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

**L.7.1** Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

**L.7.1** The bid or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of bids; or

**L.7.2** The bid or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

**L.7.2 Postmarks**

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

**L.7.3 Late Submissions**

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

**L.7.4 Late Bids**

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

**L.7.5 Late Modifications**

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

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

*Department of Real Estate Services  
Contracting and Procurement Division  
2000 14<sup>th</sup> Street, N.W.  
3<sup>rd</sup> Floor Bid Room  
Washington, DC 20009*

**L.9 SUBMISSION OF SUBCONTRACTING PLAN:**

**L.9.1** Any prime contractor responding to this solicitation shall submit, with the bid, a notarized statement detailing its subcontracting plan. This plan shall meet the requirements described under Section M.1.9 of this solicitation.

**L.9.2** A Contractor cannot make any changes to its subcontracting plan without prior written approval by the CO. The approved plan will be incorporated into and become part of the contract.

**L.10 ERRORS IN BIDS**

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

**L.11 QUESTIONS ABOUT THE SOLICITATION:**

If a prospective Bidder has any questions relative to this solicitation, the prospective Bidder shall submit the questions in writing to the CO. The prospective Bidder shall submit questions no later than 12:00 noon local time Thursday, May 20, 2010. The District will not consider any questions received after May 20, 2010 12:00 noon local time. The District will furnish responses promptly to all other prospective Bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective Bidders. Oral explanations or instructions given before the award of the contract will not be binding.

**Amendments, if any, will be posted on the OCP website. Vendors are responsible for checking the OCP website daily in the event that amendments are made to a solicitation. ([www.ocp.dc.gov](http://www.ocp.dc.gov))**

**L.12 FAILURE TO SUBMIT BIDS:**

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the DRES, CO, Contracting & Procurement Division 2000 14th Street, N.W., 5<sup>th</sup> Floor, Washington, DC 20009, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.13 BID PROTESTS:**

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

**L.14 SIGNING OF BIDS:**

**L.14.1** The Contractor shall sign the bid and print or type its name on the bid form in the attached Bid Form Package. Each bid must show a full business address and telephone number of the Bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the CO.

**L.14.2** All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the Bidder or Contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

**L.15 ACKNOWLEDGMENT OF AMENDMENTS:**

The Bidder shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the

space provided for this purpose in item 20 of page 1 (Solicitation, Offer, Award Form) of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

**L.16 ACCEPTABLE BID GUARANTEES: (NOT APPLICABLE)**

**L.16.1** A bid guarantee in the amount of 5% of the bid price is required with bids over \$100,000.00. If a bidder fails to provide the required bid guarantee, such failure will require rejection of the bid.

**L.16.2** Types of guarantees acceptable to the District of Columbia:

**L.16.2.1** A bond provided by a surety in accordance with 27 DCMR Chapter 2708.

**L.16.2.2** A certified check or irrevocable letter of credit issued by an insured financial institution in the equivalent amount of the security; or

**L.16.2.3** United States government securities that are assigned to the District which pledge the full faith and credit of the United States.

**L.17 ACCEPTANCE PERIOD:**

The bidder agrees that its bid remains valid for a period of 90 calendar days from the opening date/time of the bid opening. However, if for administrative reasons, the District is unable to make an award within this time period, the CO will request the Contractor and his/her surety to extend the bid bond for an additional 60 days.

**L.18 LEGAL STATUS OF BIDDER:**

**L.18.1** Each bid must provide the following information:

**L.18.2** Name, Address, Telephone Number, Federal Tax Identification Number and DUNS Number of Bidder;

**L.18.3** District of Columbia license, registration or certification, if required by law to obtain such license, registration or certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements;

**L.18.4** If the Bidder is a partnership or joint venture, names of general partners or joint ventures and copies of any joint venture or teaming agreements; and

**L.18.5** The District reserves the right to request additional information regarding the Bidder's organizational status.

**L.19 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
_____	_____
CELLULAR NUMBER	EMERGENCY NUMBER
_____	
EMERGENCY CONTACT PERSON	

**L.20 TECHNICAL INFORMATION:**

For technical information concerning this solicitation, please contact:

*Derek Schultz  
Department of Parks and Recreation  
3149 16<sup>th</sup> Street N.W.  
Washington, D. C. 20010  
Tel: 202-251-7441*

**L.21 TITLE OF CORRESPONDENCE, HAND DELIVERY OR MAILING OF SOLICITATION:**

All contractual correspondence must be directed to:

*Diane Wooden, CO  
Department of Real Estate Services  
Contracting and Procurement Division  
2000 14<sup>th</sup> Street, N.W. - 5<sup>th</sup> Floor  
Washington, D.C. 20009  
diane.wooden@dc.gov*

**L.22 BID DOCUMENTS:**

**L.22.1** Persons who obtain bidding materials from anyone other than the District’s official website: [www.ocp.gov](http://www.ocp.gov) , are hereby notified that any addenda/amendments issued under this solicitation, and not acknowledged by a bidder could affect the bid amount and/or responsiveness determinations.

- L.22.2 The District Government assumes no responsibility for furnishing any addenda/ amendments to anyone who obtains bidding materials through other than the official channels.
- L.22.3 This solicitation, and any amendments/addenda to bidding documents and bidding material are only available electronically from [www.ocp.dc.gov](http://www.ocp.dc.gov) , Business Opportunities, click on List of All Opportunities. All bidders downloading this solicitation shall submit to the Contract Specialist via email at [helena.barbour2@dc.gov](mailto:helena.barbour2@dc.gov) the following information:
  - 1. Name of company
  - 2. Contact person name
  - 3. Telephone no.
  - 4. Fax no.
  - 5. Email address

In the unlikely event that the Office of Contracting and Procurement (OCP)'s website is not functioning correctly or in the event that amendments to a solicitation are made, it is the responsibility of the supplier to check the print media for solicitation information or call OCP at (202) 671-1563. Print media may include The Washington Post, The Washington Times, The Informer, The Afro-American, The Commerce Business Daily, The Washington Examiner, or El Pregonero.

**L.23 EXAMINATION OF BID DOCUMENTS AND SITE OF WORK:**

Bidders will be held to have:

- L.23.1 Checked all measurements and visible features which would in any manner affect the work to be performed.
- L.23.2 Verified conditions at the site.

**L.24 PAYMENT AND PERFORMANCE BONDS: (NOT APPLICABLE)**

Article 12, Sections B and C of the Standard Contract Provisions for Construction Contracts, January 2007, is amended to incorporate the provisions of the District of Columbia Procurement Practices Act of 1985, D.C. Official Code § 2-305.04(b), and 27 DCMR § 2703, which require payment bonds to be in an amount not less than 50% of the amount payable by the terms of the contract and performance bonds to be in an amount not less than 100% of the amount payable by the terms of the contract.

**L.25 STANDARDS OF RESPONSIBILITY:**

- L.25.1 Pursuant to 27 DCMR, 2200.4 (a) through (h), the prospective Contractor shall submit the following documentation, within five (five) days of the request by the District, in order to be determined responsible:
  - L.25.1.1 Evidence of financial resources adequate to perform the Contract, or ability to obtain them;

- L.25.1.2** Evidence of ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
  - L.25.1.3** A satisfactory performance record;
  - L.25.1.4** A satisfactory record of integrity and business ethics;
  - L.25.1.5** The necessary organization, experience, accounting and operational controls and technical skills, or the ability to obtain them;
  - L.25.1.6** Compliance with the applicable District licensing and tax laws and regulations;
  - L.25.1.7** The necessary production, construction and technical equipment and facilities or the ability to obtain them, and
  - L.25.1.8** Other qualifications and eligibility criteria necessary to receive an award under the applicable laws and regulations.
- L.25.2** 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 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone****M.1.1 Preferences for Certified Business Enterprises**

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating bids from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

**M.1.2 Application of Preferences**

For evaluation purposes, the allowable preferences under the Act shall be applicable to prime contractors as follows:

- M.1.2.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to this Invitation for Bids (IFB).
- M.1.2.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this IFB.
- M.1.2.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the LRB in response to this IFB.
- M.1.2.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to this IFB.
- M.1.2.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to this IFB.
- M.1.2.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this IFB.
- M.1.2.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the VOB in response to this IFB.

- M.1.2.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LMBE in response to this IFB.

**M.1.3 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 is twelve per cent (12%) for bids submitted in response to this IFB. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

**M.1.4 Preferences for Certified Joint Ventures**

When DSLBD 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.1.5 Verification of Bidder's Certification as a Certified Business Enterprise**

- M.1.5.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.
- M.1.5.2** 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: CBE Certification Program  
441 Fourth Street, NW, Suite 970N  
Washington DC 20001

- M.1.5.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.1.5.4 EVALUATION OF OPTION YEARS**

The District will evaluate bids for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

**M.1.6 Vendor Submission for Preferences**

- M.1.6.1** Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid, the following documentation, as applicable to the preference being sought:

- M.1.6.1.1** Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of all relevant letters of certification from the SLBOC; or
- M.1.6.1.2** Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of the provisional certification from the DSLBD.
- M.1.6.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

- M.1.6.3** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.1.7**      **Mandatory Subcontracting Requirement**

- M.1.7.1** For construction contracts in excess of \$250,000, at least 35% of the dollar volume of the construction contract shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods and supplies shall not be counted towards this 35% subcontracting requirement unless such materials, goods and supplies are purchased from SBEs.

- M.1.7.2** If there are insufficient qualified SBEs to completely fulfill the subcontracting requirement of the preceding paragraph, then the subcontracting requirement may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified SBEs are significant participants in the overall subcontracting work.

**M.1.8**      **Certified Business Enterprises Prime Contractor Performance Requirements**

- M.1.8.1** If a certified business enterprise is selected as a prime contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, that certified business enterprise 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 certified business enterprises.
- M.1.8.2** If the total of the contracting effort, excluding the cost of materials, goods and supplies, proposed to be performed by the certified business enterprise is less than the amount required by the preceding paragraph, then the certified business enterprise shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

**M.1.9 Prime Contractor Performance Requirements Applicable to Joint Ventures**

**M.1.9.1** If a certified joint venture is selected as a prime contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, the certified business enterprise 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 certified business enterprises.

**M.1.9.2** If the total of the contracting effort, excluding the cost of materials, goods and supplies, proposed to be performed by the certified business enterprise is less than the amount required by the preceding paragraph, then the certified business enterprise shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

**M.1.10 Performance Requirement for Contracts of \$1 Million or Less**

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

**M.1.11 Subcontracting Plan**

Any prime contractor responding to this solicitation shall submit with its bid, a notarized statement detailing its subcontracting plan. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by this solicitation. Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer and the Director of DSLBD. Each subcontracting plan shall include the following:

**M.1.11.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

**M.1.11.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

**M.1.11.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

**M.1.11.4** 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.1.11.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- M.1.11.6** 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.1.11.7** 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.1.11.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- M.1.11.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.
- M.1.12** **Compliance Reports**

By the 21<sup>st</sup> of every month following the execution of the contract, the prime contractor shall submit to the contracting officer and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:
- M.1.12.1** The dollar amount of the contract or procurement;
- M.1.12.2** A brief description of the goods procured or the services contracted for;
- M.1.12.3** The name and address of the business enterprise from which the goods were procured or services contracted;
- M.1.12.4** Whether the subcontractors to the contract are currently certified business enterprises;
- M.1.12.5** The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- M.1.12.6** A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.1.5; and
- M.1.12.7** A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in section M.1.5.

**M.1.13      Enforcement and Penalties for Breach of Subcontracting Plan**

**M.1.13.1**      If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract, and as approved by the contracting officer and the Director of DSLBD, and the contracting officer determines the contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

**M.1.13.2**      In addition, the willful breach by a contractor of a subcontracting plan for utilization of certified business enterprises 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 certified business enterprises, whichever is greater, for each such breach, failure, or falsified submission.