

 <b>SOLICITATION, OFFER AND AWARD</b> Construction, Design and Building Renovation Group	<b>1. Solicitation No.:</b> DCDB-2009-R-0014  Indefinite Delivery/Indefinite Quantity (ID/IQ) for Turnkey Residential Development Projects	<b>2.Type:</b> <input type="checkbox"/> Sealed Bid (IFB)  <input checked="" type="checkbox"/> Negotiated (RFP)	<b>3. Date Issued:</b>  May 08, 2009	<u>Page 1 of 100</u>
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4. Contract Number	5. Requisition/Purchase Request No.	6. <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Open Market with set aside For LSDBE subcontracting (see Sec-M)</li> <li><input type="checkbox"/> SBE Set-Aside (see Sec-M) Mandatory 35% SBE Subcontracting requirement in accordance with Section M, Paragraph M.1.6</li> </ul>
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7. Issued By: <p style="text-align: center;">Diane Wooden, Contracting Officer          Construction, Design &amp; Building Renovation Group          Office of Contracting and Procurement          441- 4th Street, NW, Suite # 700-South          Washington, DC 20001</p>	8. Address Offer To: <p style="text-align: center;">Diane Wooden, Contracting Officer          Construction, Design &amp; Building Renovation Group          Office of Contracting and Procurement          441- 4th Street, NW, Suite # 700-South          Washington, DC 20001</p>
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9. For information contact:	A. Name: Ms. Lisa Campbell	B. Telephone (No collect calls)			C. E-mail Address <a href="mailto:Lisa.Campbell@dc.gov">Lisa.Campbell@dc.gov</a>
	(Area Code) 202	(Number) 724-4984	(Ext)		

**IMPORTANT - The "offer" section of this form, must be fully completed by offeror.**

**SOLICITATION**

**NOTE:** In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

10. Sealed offers in "original" plus 2 copies to perform the work required will be received at the place **specified in item 8, or if hand carried, to the bid counter located at address shown in item 8 until 2:00 PM local time on June 08, 2009.**

(Hour) (Date)

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

<u>Description</u>	<u>Section</u>	<u>Pages</u>
• Solicitation/Offer/Award Form	--- Section -A,	pages: 1-2
• Supplies or Services and Price Costs	--- Section - B,	pages: 3-6
• Scope/Specifications/Drawings	--- Section - C,	pages: 7-10
• Packaging and Markings	--- Section - D,	pages: 11
• Inspection and Acceptance	--- Section - E,	pages: 12
• Deliveries and Performances	--- Section - F,	pages: 10
• Contract Administration Data	--- Section- -G,	pages: 11-14
• Special Contract Requirements	--- Section - H,	pages: 15-23
• Contract Clauses	--- Section - I,	pages: 24-71
• List of Attachments	--- Section - J,	pages: 72
• Representations, Certifications and other statements Of Bidders	--- Section - K,	pages: 73-81
• Instructions, Conditions and other Notices to Bidders	--- Section - L,	pages: 82-92
• Evaluation Factors for Award	--- Section - M,	pages: 93-100
• The Standard Contract Provisions for Use with Specifications for District of Columbia Government Construction Projects, dated 1973		

12. The Contractor shall begin performance from date of Award specified on page 2 of the contract through one year thereafter  
 Award  NTP This performance period is  Mandatory  Negotiable

13. The Contractor must furnish the required performance and payment bonds.  
 yes, within ten (10) calendar days after receiving the Notice of Intent to Award as shown in Section G.9.7  no

14. **Additional Solicitation Considerations**  
 A. All bids are subject to the work requirements, provisions and clauses incorporated in this solicitation in full text or by reference  
 B. A BID GUARANTEE  is required  is not required

***Indefinite Delivery/Indefinite Quantity (IDIQ) for Turnkey Residential Development Projects  
Solicitation No. DCDB-2009-R-0014***

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

STANDARD FORM A - Dated May 2001

**PART - 1**

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

**B.1** The District of Columbia, Office of Contracting and Procurement (OCP), on behalf of the Property Acquisition and Disposition Division (PADD) of the Department of Housing and Community Development (DHCD) is seeking award of a maximum of eight (8) contracts to provide; all labor, supervision, tools, materials, equipment transportation, and management necessary to construct, renovate, or build new affordable modular or stick built residential homes. DHCD is tasked with the disposition of Agency property and ensuring that affordable housing is produced through renovation, stick built, or modular construction. The District residential lots are located in several neighborhoods throughout the District of Columbia. This solicitation is to establish multiple Indefinite Delivery/Indefinite Quantity (IDIQ) contracts for new construction and renovation of affordable stick built and modular homes. The IDIQ contracts will allow DHCD to use this vehicle to procure/obtain a wide variety of work when and where required.

Following the procedures in Contract Sections G.9 and G.10, the District will issue to Contractors holding the IDIQ contracts Requests for Task Order Proposals (RFTOPs) describing the contemplated work and, after evaluating offers, will award Task Orders (TOs) for the work. Contractors awarded TOs shall perform this work in the manner and within the time specified in the individual TOs. Contractors shall accomplish the work in accordance with the terms and conditions of their IDIQ Contracts and of the TOs and in accordance with the scopes of work, specifications, and drawings in the RFTOPs.

**B.1.1 OPEN MARKET CLAUSES WITH 35% SBE SUBCONTRACTING SET-ASIDE (CONSTRUCTION)**

**B.1.1.1** 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

**B.1.1.2** Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

**B.2** This Request for Proposals is designated as an open market procurement with 35% subcontracting set-aside for certified Small Business Enterprise (SBE).

**B.2.1** The term of the contract shall be for a period of one (1) base year from the date of award of the contract and issuance of a written notice to proceed

(NTP), with 3 (1) year options with a maximum of \$999,000 per year and cumulative contract price ceiling at \$4 million over the life of the contract including base year and all options.

- B.2.2** Following the procedures in Contract Sections G.9 and G.10, the District will issue to the Contractor a Request for task Order Proposal (RFTOP) describing the contemplated work and, after evaluating the offer, will award a Task Order (TO) for the work. The Contractor shall perform this work in the manner and within the time specified in the individual TO. The Contractor shall accomplish the work in accordance with the terms and conditions of their ID/IQ Contract and of the TO and in accordance with the scope of work in the RFTOP
- B.3** This is an IDIQ contract for the supplies or services specified, and effective for the period stated.
- B.3.1** Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Limitations (Section G.8). The Contractor shall furnish to the District, when and if ordered, the services specified in the Schedule.
- B.3.2** There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- B.3.3** Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after date agreed upon by both parties.

**B.4 PRICE SCHEDULES**

The Contractor shall provide all labor, supervision, tools, materials, equipment transportation, and management necessary to construct, renovate, or build new affordable modular or stick built residential homes in accordance with Section C of this document. The Contractor shall provide an amount based on the “Estimated Square Footage” and is for **PRICE EVALUATION PURPOSES ONLY**. The estimates are based upon the District’s understanding of the labor effort required to support the planned and anticipated DHCD projects during the base contract and option years. Since the District intends to award multiple IDIQ contracts (maximum (8)), the District does not accept liability for the accuracy of estimated square footage. In no event should the Offeror consider the District’s estimate equivalent to a government estimate for a requirement type of contract. Actual requested square footage via Task Orders (TO’s) will vary post-ward. For

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contract award purposes, the District intends to evaluate prices based on the total of the square footage, for the base year and option years. *See* section M.3.3. Offerors must submit estimated square footage amounts.

<b>BASE YEAR</b>			
<b>CLIN 0001</b>		(One year from date of award)	
Type of Home – All Construction to be completed in a four to six month timeframe		Estimated Square Footage	Total Amount
1. Renovation of Stick Built		1200	
2. Renovation of Stick Built		1500	
3. Renovation of Stick Built		1800	
4. New Construction of Stick Built		1200	
5. New Construction of Stick Built		1500	
6. New Construction of Stick Built		1800	
7. New Construction of Modular		1200	
8. New Construction of Modular		1500	
9. New Construction of Modular		1800	
		<b>TOTAL</b>	\$

<b>OPTION YEAR ONE</b>			
<b>CLIN 1001</b>		(One year from date of award)	
Type of Home – All Construction to be completed in a four to six month timeframe		Estimated Square Footage	Total Amount
1. Renovation of Stick Built		1200	
2. Renovation of Stick Built		1500	
3. Renovation of Stick Built		1800	
4. New Construction of Stick Built		1200	
5. New Construction of Stick Built		1500	
6. New Construction of Stick Built		1800	
7. New Construction of Modular		1200	
8. New Construction of Modular		1500	
9. New Construction of Modular		1800	
		<b>TOTAL</b>	\$

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<b>OPTION YEAR TWO</b>			
<b>CLIN 2001</b>		(One year from date of award)	
Type of Home – All Construction to be completed in a four to six month timeframe		Estimated Square Footage	Total Amount
1. Renovation of Stick Built		1200	
2. Renovation of Stick Built		1500	
3. Renovation of Stick Built		1800	
4. New Construction of Stick Built		1200	
5. New Construction of Stick Built		1500	
6. New Construction of Stick Built		1800	
7. New Construction of Modular		1200	
8. New Construction of Modular		1500	
9. New Construction of Modular		1800	
		<b>TOTAL</b>	\$

<b>OPTION YEAR THREE</b>			
<b>CLIN 3001</b>		(One year from date of award)	
Type of Home – All Construction to be completed in a four to six month timeframe		Estimated Square Footage	Total Amount
1. Renovation of Stick Built		1200	
2. Renovation of Stick Built		1500	
3. Renovation of Stick Built		1800	
4. New Construction of Stick Built		1200	
5. New Construction of Stick Built		1500	
6. New Construction of Stick Built		1800	
7. New Construction of Modular		1200	
8. New Construction of Modular		1500	
9. New Construction of Modular		1800	
		<b>TOTAL</b>	\$

**PART I**

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

**C.1 BACKGROUND, GENERAL DESCRIPTION AND REQUIREMENTS**

**C.1.1 Purpose of Solicitation for Offers**

Pursuant to that certain Mayor's Order 2007-209 dated September 27, 2007, the Mayor of the District of Columbia delegated his authority under the Abatement and Condemnation of Nuisance Properties Omnibus Amendment Act of 2000, as amended; the Vacant and Abandoned Properties Community Development and Disapproval of Disposition of Certain Scattered Vacant and Abandoned Properties Act of 2002, as amended, the Homestead Preservation Act of 1986 and certain portions of the Tax Clarity Act of 2000, as amended (the "Abandoned and Deteriorated Property Disposition Authority") to the Department of Housing and Community Development ("DHCD") for the purpose of addressing blight, crime and neighborhood instability caused by vacant, abandoned and deteriorated properties in the District of Columbia by having DHCD acquire and dispose of such properties for redevelopment. The Property Acquisition and Disposition Division ("PADD") of DHCD administers the Abandoned and Deteriorated Property Disposition Authority. PADD has three main functions: 1) encourage property owners to rehabilitate and/or occupy their vacant and abandoned residential property; 2) to acquire vacant, abandoned and deteriorated properties through negotiated friendly sale, eminent domain, donation or tax sale foreclosure when owners are unwilling or unable to maintain their properties; and 3) dispose of properties in the PADD inventory by selling the properties to individuals or developers to be rehabilitated into high quality affordable and market-rate single-family and/ or multifamily for-sale housing in District neighborhoods. PADD has successfully acquired and disposed of hundreds of vacant, abandoned and deteriorated properties in the District and created affordable housing opportunities for District residents through the use of disposition agreements with developers.

C.1.2 This is an ID/IQ contract to provide all labor, supervision, tools, materials, equipment transportation, and management necessary to construct, renovate, or build new affordable modular or stick built residential homes. The District residential lots are located in several neighborhoods throughout the District of Columbia.

**C.2 SCOPE OF WORK**

**C.2.1** Scope of work refers to a specific job, which will be ordered by an individual TO.

**C.2.2** The type of work performed under this contract will include, but not be limited to:

**C.2.2.1** Construction

**C.3 HOURS OF WORK**

**C.3.1** The work shall be performed within the regular working hours of 7:15 a.m. to 4:00 p.m., Monday through Friday except (a) Federal holidays and (b) other days specifically designated by the Contracting Officer's Technical Representative (COTR). The Contractor shall schedule all work to minimize disruptions to facility operations.

**C.3.2** The Contractor shall perform "on site" work during the District's regular working hours, except when the Contractor has obtained written approval from the COTR to work outside the District's regular working hours to accommodate his own schedule. If the approval is granted, the Contractor shall be paid on the basis of regular working hours.

**C.4 TASK DESCRIPTION**

**C.4.1** The following documents shall be used in the execution of work under this contract and all work in compliance with all District of Columbia Building Codes.:

**C.4.1.1 TECHNICAL SPECIFICATIONS**

**C.4.1.1.1** Technical specifications and drawings (if needed) will be issued with each TO.

**C.4.1.1.2** The intent of the specifications and drawings is to furnish general standards for construction, new, renovation and repair of District residential properties. When a commercially available product is readily available and is widely accepted in the industry as being an industry standard, the product and its manufacturer's installation method may be used upon CO's approval.

**C.4.1.1.3** The drawings and specifications shall contain the 2008 Green Communities Criteria. This criterion was created for affordable developments by Enterprise Community Partners in 2006 and is incorporated in the Green Building Act of 2006. This portion shall be issued during the issuance of RFTOP.

**C.4.2 DRAWINGS**

**C.4.2.1 Drawings Pertaining to Specification.** All drawings accompanying TOs shall be considered to be a part of the basic scope of work.

**C.4.2.2 Drawing Verification and Control.** Figures marked on drawings shall be followed in preference to scale measurements. The Contractor shall compare all drawings and verify the figures before laying out the work and shall be responsible for any errors which might have been avoided thereby. All work shall be in compliance with District of Columbia Building Codes.

**C.4.3 SPECIFICATIONS AND DRAWINGS FURNISHED TO CONTRACTOR**

The Contractor will be provided with one set of drawings and a CD with all the specifications and drawings.

**C.4.3.1** When required by TO, catalog data shall be printed pages on permanent copies of the manufacturer's catalogs. The specific item to be used shall be marked when there is more than one size or type on the page.

**C.4.3.2** When required by TO, samples, in the number specified, shall be shipped prepaid and delivered as directed by the CO. Samples shall be marked to show the name of the material, name of supplier, contract number, segment of work where material represented by sample is to be used, and name of Contractor submitting the sample.

**C.4.3.3** Duplicated Samples: Samples previously submitted on a TO will not be required to be resubmitted if the same sample is required for another TO at the same location; however, catalog data and certificates of compliance will be required on every TO requiring submittals of samples.

**C.5 EXISTING WORK**

**C.5.1** The disassembling, disconnecting, cutting, removal or altering in any way of existing work shall be carried on in such a manner as to prevent injury or damage to all portions of existing work, whether they are to remain in place, be re-used in the new work, or be salvaged, stored and in compliance with all District of Columbia Building Codes.

**C.5.2** All portions of existing work which have been cut, damaged, or altered in any way during construction operations shall be repaired or replaced in kind in an approved manner to match existing or adjoining work. All work of this nature shall be performed by the Contractor at no additional expense to the District and shall be as directed. Existing work shall, at the completion of all operations, be

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left in a condition as good as existed before the new work started and in compliance with all District of Columbia Building Codes...

**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 H.23).

**D.1.3.2** The Contractor shall not occupy more space than has been approved by the COTR.

**PART I**

**SECTION E: INSPECTION AND ACCEPTANCE**

**E.1 INSPECTION:**

**E.1.1** The inspection and acceptance requirements for the resultant contract will be governed by Article 11 of the Standard Contract Provisions For Use With Specifications for District of Columbia Government Construction Projects (January 2007) (Attachment J.1.2)

**E.1.2** If considered by the District to be necessary for the TO work, special and/or supplementary inspection requirements may be included in an RFTOP and in the TO awarded pursuant to that RFTOP.

**E.2 PARTIAL ACCEPTANCE:**

**E.2.1** The COTR may, at his/her option, accept part of the work under this contract prior to final acceptance of all the work under the contract when it is considered beneficial to the District.

**E.2.2** Partial acceptance shall not preclude liquidated damages for failure to complete TO requirements within the required time limits established in the TO.

**E.3 FINAL INSPECTION:**

The Contractor shall give the COTR written notice at least fourteen (14) 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 certify in writing that in the Contractor's best judgment no deficiencies exist.

PART I

SECTION F - DELIVERIES OR PERFORMANCE

**F.1 TERM OF CONTRACT**

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

**F.2 OPTION PERIOD**

**F.2.1** The District may extend the term of this contract by exercising up to two (2), one-year, option periods.

**F.2.2** The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

**F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.3.1** The District may extend the term of this contract for a maximum of two (2), one-year option periods, or fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The Contractor may waive the thirty (30) day preliminary notice requirement by accepting the extension letter issued by the CO.

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

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

**F.4 PERIOD OF PERFORMANCE FOR TOS**

The Contractor shall commence work on the date specified in the written Notice to Proceed (NTP) signed and issued by the CO and shall start and complete all the work in strict accordance with the phasing schedule as provided in the General Scope Section of the Specifications or TO. The Contractor shall complete all the work within the completion date specified in the NTP.

**F.5 DELIVERABLES:**

**F.5.1** The Contractor shall submit to the District, as a deliverable, the report described in section (H) of this contract that is required by the 51% District Residents New Hires Requirement and First Source Employment Agreement for each TO that is \$100,000.00 and over. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid. (Refer to H.39).

- F.5.2** In performing a TO, Contractor shall submit to the District all deliverables identified in the Contract, in the TO, and/or drawings and specifications incorporated in the TO.

**PART I**

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 INVOICE PAYMENT**

**G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices or vouchers, at the prices stipulated in specific TO, for services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

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

**G.2 INVOICE SUBMITTAL**

**G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in triplicate and submitted to the COTR specified in Section G.8 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, based upon the approved schedule if a schedule is required by the TO;

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

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

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

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

**G.2.2.8** Authorized signature.

**G.3 METHOD OF PAYMENT**

**G.3.1** The District will make payment for each TO based upon the terms of the individual TO. The District will make payment based upon the progress payment schedule on a monthly basis in accordance with the appropriate clauses of the Contract and of the Standard Contract Provisions for use with Specification for District of Columbia Government Construction Projects (January 2007), when the following conditions exists:

- G.3.1.1** The Contractor has performed work and was accepted by the District,
- G.3.1.2** The Contractor has submitted his/her invoice, and
- G.3.1.3** No more than one invoice prepared and submitted by the Contractor every month.

**G.3.2 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

- G.3.2.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.3.5.
- G.3.2.2** No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements. This clause applies to final payment under each TO that is \$100,000.00 and over.

**G.4 ASSIGNMENTS**

- G.4.1** In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- G.4.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party. The Contractor shall submit an assignment for each TO.
- G.4.3** Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated \_\_\_\_\_,

make payment of this invoice to \_\_\_\_\_  
(name and address of assignee).

**G.5 CONTRACTING OFFICERS (CO):**

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

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

**G.6 AUTHORIZED CHANGES BY THE CO:**

**G.6.1** In accordance with Article 3 of the Standard Contract Provisions For Use With Specifications for District of Columbia Government Construction Projects(January 2007), the CO is the only person authorized to approve changes to any of the requirements of this contract.

**G.6.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

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

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

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

**G.7.3** Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the CO, and may be denied compensation or other relief for any additional work performed that is not authorized by the CO in writing. In addition, Contractor may also be required at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**G.8 ORDERING LIMITATIONS**

**G.8.1 MINIMUM ORDER:** The District guarantees the minimum order for the awardees in an amount of not less than \$250.00 annually.

**G.8.2 MAXIMUM ORDER:** There will be a maximum order limitation of \$999,000.00 for each TO and the total of all the TOs issued to a single Contractor during any one contract year or option year shall not exceed \$999,999.00.

**G.9 TASK ORDERING PROCEDURES**

**G.9.1 Ordering:** Any services and supplies to be provided under this contract shall be based on TO(s) issued by the CO. All TOs will be awarded pursuant to this Contract and using the procedures in sections G.9 through G.11 of this Contract. All TOs are subject to the terms and conditions of this Contract except for terms or conditions that are identified in their headings as applicable only to the Contract or as applicable to a TO only if so stated in the TO.

**G.9.2** As the need exists for performance under the terms of this contract, the CO shall notify the Contractor of an existing requirement via a RFTOP. The RFTOP will detail the project scope and will notify the Contractor and other eligible IDIQ Contractors within the dollar range of the procurement of the scope and/or type of competition for the work, if any.

**G.9.3 RFTOP Detailing the Project Scope** - The description of project scope shall include, at a minimum, the following information and the RFTOP shall include all applicable specifications and drawings in accordance with Section C.4, Task Descriptions.

**G.9.3.1** Nature of work to be performed,

**G.9.3.2** Location of the project site,

**G.9.3.3** Project duration

**G.9.4 Site Visit** - RFTOP prospective offerors may be required to visit the site of the proposed work to inspect and familiarize themselves with the extent of the work and existing conditions. Failure to visit the site will not be accepted as a proper basis for considering an alleged error in offer or for payment of extras under, or revision to, the contract or in any other way as grounds for asserting a claim against the District. Site visits will be scheduled by the COTR. Prospective offerors are encouraged to contact the COTR identified in the RFTOP.

**G.9.5 RFTOP PRE-SUBMISSION CONFERENCE**

- G.9.5.1** Prior to submittal of an offer a conference to discuss the contents of the RFTOP and other pertinent matters will be held if the District deems it necessary.
- G.9.5.2** Prospective offerors will be given an opportunity to ask questions regarding the RFTOP at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the RFTOP document as well as to clarify the contents of the RFTOP. Failure to attend the conference will not be accepted as a proper basis for considering an alleged error in offer or for payment of extras under, or revision to, the contract or in any other way as grounds for asserting a claim against the District. Attending offerors must complete the Conference Attendance Roster at the conference so that offeror attendance can be properly recorded.
- G.9.5.3** Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the conference are only intended for general discussion and do not represent the Department's final position.

**G.9.6 Proposals-Proposal Revisions-Proposed Deviations**

Solicitation IDIQ contractors (offerors) shall submit proposals and, if allowed, revisions to proposals in accordance with the requirements in the RFTOP and the Contract. Offerors shall specifically identify all proposed deviations from the minimum RFTOP requirements in a proposal section entitled "Deviations." In their proposals, offerors shall separately describe and support separately price each proposed deviation.

**G.9.7 Payment & Performance Bonds For Task Orders**

Article 12 Section C of the Instructions to Offerors of the Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects (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. Said Article 12 as so amended requires that, for any TO awarded under this IDIQ contract, unless the RFTOP/TO provides otherwise, the Contractor must provide a payment bond or security in an amount of not less than fifty percent (50%) of the total amount payable by terms of the TO as awarded and a performance bond or security of one hundred percent (100%) of the total amount payable by terms of the TO as awarded.

**G.10 TASK ORDER COMPETITION**

Under this Contract, the District shall offer a wide variety of construction, repair and renovation projects to IDIQ Contractors. It is the District's intention that all IDIQ Contractors shall have an opportunity to provide services to the District. Each successive RFTOP the District issues will specify the basis for award. Individual TO awards for those projects will be based upon competitive proposals received exclusively from IDIQ Contractors within the dollar range of the proposed TO, including any additional Contractors holding IDIQ Contracts (as provided in § B.2.2. of the Contract). The dollar range for each RFTOP/TO shall be established by the District, in its discretion, based upon the District's pre-solicitation estimate of the price of the work.

When issuing an RFTOP, in its sole discretion, the District will solicit two or more IDIQ Contractors who were not solicited for the most recent TO within their dollar range; except that the District may solicit a Contractor(s) previously solicited for the most recent TO within its dollar range if necessary in order to obtain competition. In determining which IDIQ Contractors the District will solicit for an RFTOP, the District may consider current work load (TOs and otherwise), current responsibility, and past performance.

**G.10.1** If any of the following exceptions apply, the District will not solicit competitive offerors for a project within an IDIQ Construction Contract dollar range but, in its sole discretion, may solicit a single qualified IDIQ Construction Contractor from any IDIQ dollar range or may solicit potential Contractors that do not hold IDIQ Contracts:

- G.10.1.1** The District's need for the essential services or supplies is urgent and providing an opportunity to all Contractors would result in unacceptable delays;
- G.10.1.2** Only one Contractor is capable of providing the services or supplies at the level of quality required because the services or supplies ordered are unique or highly specialized;
- G.10.1.3** The TO must be issued on a sole source basis in the interest of economy or efficiency because it is a logical follow-on to a TO already issued under the contract, provided that there was competition pursuant to the procedures in this clause to be considered for the original TO;
- G.10.1.4** The requirements cannot be met by a Contractor that holds a contract for projects within the stated dollar range; or
- G.10.1.5** The CO determines that only one Contractor has the current capacity to fulfill the requirement.

**G.10.2** In determining which IDIQ Contractors will be solicited for each RFTOP, the District will also consider factors such as past performance, quality, timeliness, special expertise, capacity or other factors the CO determines are relevant to a particular requirement. Timely performance by an IDIQ Contractor is very important.

**G.10.3** If there are no responses to a RFTOP in a given price range, the CO reserves the right to solicit proposals from Contractors in the next highest range.

**G.10.4** Failure to diligently prosecute the work on a currently awarded TO under this IDIQ Construction Contract will be cause for the CO not to include the Contractor in the competitive fair-opportunity pool for future TOs. When the Contractor has corrected its delinquency, the Contractor will be considered for competition in future TOs.

**G.10.5** IDIQ Contractor shall submit offers on all projects for which they are solicited by the District. In the event a Contractor is unable to submit an offer in response to RFTOP, the Contractor shall notify the CO electronically, via e-mail and by U.S. mail and state in writing the reasons for declining to submit an offer. In the event a Contractor fails three (3) times within a contract year to notify the CO of its reasons for declining to submit an offer, the Contractor waives its right to the minimum guarantee for that contract year. The CO will notify the Contractor in writing when their offer record indicates an unacceptable offering rate. In the event the Contractor fails to correct this situation, the District reserves the right to unilaterally cancel the IDIQ contract without further obligation or liability to the District.

**G.10.6** The Contractor shall submit a proposal to the CO within the time specified in the RFTOP. Instructions to Offerors will be included in RFTOPs.

**G.10.7** The RFTOP shall specify the overall basis for each award.

**G.10.8** The RFTOP shall specify the format for price proposal. The District may require proposal pricing by lump sum or other methods.

**G.12 SELECTION OF CONTRACTORS FOR AWARD OF TASK ORDERS**

The District intends, but is not obligated, to award a TO resulting from each RFTOP to the responsive and responsible bidder who offers the lowest price or, if price is not the only award criterion, to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified in the RFTOP. In her sole discretion, the Contracting Officer may award a TO to the lowest priced offeror even if the TO award price is somewhat lower or higher than the lower or upper limits of the dollar range. In any TO competition, the District reserves the right of the Contracting Officer, in her sole discretion, to award a TO without discussion. The Contracting Officer reserves the right to reject all

proposals or to waive any minor informality or irregularity in proposals received whenever it is determined that such action is in the best interests of the District.

**G.13 THE QUICK PAYMENT CLAUSE**

**G.13.1 Interest Penalties to Contractors**

**G.13.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

**G.13.1.2** 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.13.2 Payments to Subcontractors**

**G.13.2.1** The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

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

**G.13.2.2** The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

**G.13.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

**G.13.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

**PART I**

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**H.1 LIQUIDATED DAMAGES:**

**H.1.1** The Contractor shall pay to the District the sum stated in a TO, if any, as agreed liquidated damages for each calendar day of delay in completion of the work for the TO within the time limits set forth in the TO, subject to provisions of Article 5, Termination-Delays of the Standard Contract Provisions, for use with Specifications for District of Columbia Government Construction Projects (January 2007).

**H.1.2** If the District terminates for default the Contractor's right to proceed with a TO in accordance with Article 5, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of procurement.

**H.2 DISTRICT'S RESPONSIBILITY:**

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

**H.3 PERMITS, LICENSES AND CERTIFICATES:**

**H.3.1** The District will be responsible for obtaining the building permit issued by the Department of Consumer and Regulatory Affairs (DCRA), Building and Land Regulation Administration, located at 941 North Capitol Street, N.E., Washington, D.C. The Contractor shall apply for and obtain all other permits required for this project including Raze Permit, certificates and licenses from the Office of Licenses and Permits, Permit Processing Division, Department of Consumer and Regulatory Affairs.

**H.3.1.1** The Contractor shall apply and pay for all required permits well in advance of the time that they are needed.

**H.3.1.2** If the Contractor experiences any difficulty in obtaining a permit, the Contractor shall request assistance immediately from the COTR.

**H.3.2** It is the responsibility of the Contractor to ascertain and obtain the required permits, licenses and certificates for this project. Permits, Licenses and Certificates may include, but are not limited to:

**Permits and Certificates**

1. Plumbing
2. Electrical

**Licenses**

1. Master Plumbers
2. Electrical

- |  |                  |
|--|------------------|
| 3. Refrigeration                                       | 3. Refrigeration |
| 4. Elevator  | 4. Boiler        |
| 5. Boiler and Pressure Tank                            | 5. Pressure Tank |
| 6. Public Space - To work in, excavate<br>in or occupy | 6. Elevator      |
| 7. Signs and Temporary Fences                          |                  |
| 8. Work on Sunday and after 6:00 p.m. weekdays.        |                  |
| 9. Razing  |                  |

**H.3.3** The District will not allow work requiring permits and licenses to proceed until the Contractor produces evidence showing that such permits and licenses have been procured from the DCRA. Permits will be issued only to persons duly licensed for work in the District, except as follows:

**H.3.3.1** Where electrical, plumbing and refrigeration Contractors and their craft persons perform work under contract with the District and the work is physically located in areas outside the District, it shall be sufficient if any such Contractor and the Contractor's craft persons are licensed either by the District or by any district agency having jurisdiction over the area adjoining the site on which the work is performed.

**H.3.4** The Contractor shall prominently display all permits within the confines of the construction site.

**H.4 UTILITY CONNECTIONS AND SERVICES:**

The Contractor is responsible for locating all existing utilities and performing the required modifications to all utilities for the completion of construction. All utility costs, costs to modify and connection fees shall be incorporated into the fixed price offer.

**H.4.1 TEMPORARY ELECTRICITY:** The Contractor shall arrange for and pay all expenses associated with procurement and use of the following:

**H.4.1.1** Install a temporary meter on existing power lines and pay for all electric power used;

**H.4.1.2** Install temporary lines to conform with the requirements of the D.C. Electrical Code for such work;

**H.4.1.3** Furnish and install all necessary safety devices required;

**H.4.1.4** Maintain temporary line and equipment in proper condition until lines are no longer required and disconnected;

**H.4.1.5** Make connections to existing electric services in accordance with D.C. Electrical Code requirements and standard procedures developed by the electric company;

**H.4.1.6** Upon completion of the work, remove temporary lines, poles and other accessories, make disconnections and restore services to an approved condition.

**H.4.2** TEMPORARY WATER: For construction purposes, temporary connection to the existing water mains is permitted, at the Contractor's expense, contingent upon the Contractor performing the following:

**H.4.2.1** That no connections to water mains be made without first acquiring approval from the District Water and Sewer Authority (WASA).

**H.4.2.2** That the Contractor shall furnish all necessary temporary lines, fittings, valves, and make all temporary connections to bring the water to the job site.

**H.4.2.3** That all pipe, fittings, and hose used shall be leak proof and that hook-ups and connections are made in a manner comparable to new work to prevent unnecessary waste of water.

**H.4.2.4** That all branches from temporary main feed are equipped with tight cut-off valves.

**H.4.2.5** That upon completion of the work, temporary lines, fittings, valves and other accessories are removed; disconnections made and services restored to an approved condition.

**H.4.3** PERMANENT CONNECTIONS TO MAINS:

The Contractor shall make and pay for all the required permanent connections for water, sewer, gas, electrical, telephone and fire alarm systems at its own expense. The Contractor shall pay fees and associated costs and make all arrangements with utility companies and appropriate agencies as may be required for proper and expeditious completion of the project.

**H.5** SHOP DRAWINGS AND CATALOGUE CUTS:

The Contractor is responsible for preparation of all shop drawings, submittals, and as-builts for each TO in accordance with requirements contained therein.

**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 any item or type of construction which it believes and demonstrates is equal to that specified. The CO may approve such submission if in her judgment the proposed item is equal to that specified under the standards in H.6.1.2 below.

**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.

**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 (except any materials that are to remain the property of the District as provided in the specifications) and leave the premises in a neat and clean condition satisfactory to the COTR at the site.

**H.8 MATERIALS AND WORKMANSHIP:**

**H.8.1** Unless otherwise specified, all materials and equipments incorporated in the work under the contract shall be new. All workmanship shall be first class and by persons qualified in the respective areas.

**H.8.2** In the absence of specific requirements for installation of a material or product, the Contractor will be held responsible for installation of said material or product in strict accordance with the manufacturer's printed instructions and recommendations.

**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 Specification, ASTM certification or other similar standard, shall comply with the requirements in the latest revision thereof.

**H.9.2** The District will not furnish any copies of the applicable Federal Specifications, Commercial Standards and other standard specifications to the offerors. 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 EQUIPMENT COORDINATION:**

It shall be the responsibility of the Contractor to ascertain that the make and model of all shop or factory fabricated equipment furnished not only meets all requirements of the contract document, but it shall be of the proper physical size and dimension to fit the space or area, ductwork, conduit, panel boxes, disconnect switches and related accessory equipment. Where the physical size of any equipment is dependent upon other equipment, coordination shall be done by the Contractor to assure that they are compatible and will fit within the limitations of the space where they are to be located, including coordinating of utility connections and coordination of space for servicing the equipment, changing filters, cleaning tubes and similar operations.

**H.11 STOPPAGE OF WORK:**

If the Contractor fails to abide by any, or all, of the provisions of the contract or any TO, the CO reserves the right to stop all the work, or any portion thereof, affected by the Contractor's failure to comply with the contract or any TO requirements. This stoppage will remain in effect until the Contractor has taken action to meet the contract or TO requirements, or any separable part thereof. After written notification and work stoppage, the District may terminate the right of the Contractor to proceed as provided in Article 5 of the General Provisions, TERMINATION-DELAYS, of Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects (January 2007)

**H.12 SUBCONTRACTS:**

**H.12.1** Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the District.

**H.12.1.1** The divisions or sections of the specifications are not intended to control the Contractor in dividing the work among the subcontractors or to limit the work performed by any trade.

**H.12.1.2** The Contractor shall be as fully responsible to the District 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.

**H.12.1.3** The Contractor shall be responsible for the coordination of the trades, subcontractor and material persons engaged upon his work.

**H.12.1.4** The Contractor shall, without additional expense to the District of the District of Columbia, utilize the services of specialty subcontractor of

those parts of the work which are specified to be performed by specialty subcontractor.

**H.12.1.5** The District will not undertake to settle any differences between the Contractor and his subcontractor or between subcontractor.

**H.12.2** No portion of the contract shall be subcontracted except with the prior written consent of the CO, or his authorized representatives, and such consent, when given, shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Request(s) or permission to subcontract any portion of the contract shall be in writing and accompanied by: (a) a showing that the organization which will perform the work is particularly experienced and equipped for such work, and (b) an assurance by the Contractor that the Labor Standards Provisions set forth in this contract shall apply to labor performed on all work encompassed by the request(s). The request(s) also shall provide the following information:

**H.12.2.1** Subcontractors name, address, telephone number, and Federal Social Security Number used on the Employers Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

**H.12.2.2** Estimated dollar amount of the subcontract.

**H.12.2.3** Estimated starting and completion dates of the subcontract.

**H.12.2.4** The subcontractor approval request form included herein should be used to request approval of subcontractor on this project. The form should be completed for each subcontractor requested for approval and submitted to the CO. Copies of these forms are available upon request from the COTR.

**H.12.3** 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.

**H.13 USE OF PREMISES:**

**H.13.1** 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 District.

**H.13.2** The Contractor shall use only such entrances to the work area as designated by the COTR.

**H.13.3** Once the installation work is started, the Contractor shall complete the work as rapidly as possible and without unnecessary delay.

**H.13.4** The Contractor shall occupy only such portions of the premises as required for proper execution of the contract.

**H.13.5** 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.

**H.13.6** The Contractor shall keep gates locked to maintain security into work area dictated by the existing job conditions of such nature as to prevent:

**H.13.6.1** Entry of work areas by unauthorized persons;

**H.13.6.2** Removal of District property and supplies.

**H.13.7** The Contractor shall not load or permit the loading of any part of any structure to such an extent as to endanger its safety.

**H.13.8** The Contractor shall comply with the regulations governing the operation of premises that are occupied and shall perform his contract in such a manner as not to interrupt or interfere with the conduct of the District and/or Washington Metropolitan Area Transit Authority (WMATA) business.

**H.14 PATENTS:**

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

**H.15 SAFETY PRECAUTIONS:**

**H.15.1** 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 secs. 32-1101 et seq. and 1-620.01 et seq.

**H.15.1.1** 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.

- H.15.2** Operators of explosive-actuated tools shall have in their possession a training certificate, as required by the Safety Code.
- H.15.3** 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.
- H.15.3.1** The District, its officers, agents, servants, and employees shall not be held liable for any property damages or physical harm resulting from inadequate protection.
- H.15.3.2** 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.
- H.15.4** 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.
- H.15.4.1** 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.
- H.15.4.2** The Contractor shall remove each kettle as soon as its use is complete.
- H.15.5** The Contractor shall chute or hoist to the ground any and all the materials being removed from the roof areas or any upper floor.
- H.15.6** The Contractor shall not permit any live wires to be left exposed and unguarded, including open panel boards.
- H.15.7** The Contractor shall cover all open trenches during hours when work is not being executed, as required for protection of the public.

**H.16 PROGRESS SCHEDULE** [Applicable if incorporated in TO]

- H.16.1** The Contractor shall submit, not later than ten (10) days after official Notice to Proceed (NTP) has been issued, one reproducible print plus three copies of an initial schedule diagram plus three copies of computer reports and the narrative for the first 90 days of all the contract activities. Then, within thirty (30) days after the NTP, the Contractor shall submit one reproducible print plus three copies of a complete construction progress schedule and narrative for all the contract activities and three copies of computer printout. The Contractor shall submit all the schedules and reports for approval by the COTR, and all schedules and reports must conform to the following minimum requirements:

**H.16.1.1** Include activities for all Contractor submittals, including but not limited to catalogue-cuts, samples, shop drawings and laboratory tests, approvals by COTR, procurements by Contractor, and delivery of material and equipment to the job site.

**H.16.1.2** Include in each schedule the following details and format:

Provide Gant Chart or Milestone Report: time scaled in workdays, CPM Network (arrow) diagram with each work activity showing cost and man-loading on arrow system plus a narrative to facilitate monitoring and control of work progress and a tool for measurement of progress payments.

**H.16.1.2.1** Each field work activity shall have a maximum duration of 20 workdays.

**H.16.1.2.2** Each activity shall show all the associated costs for the purpose of progress payment, as required by Section G.4., with no front loading. In addition, the sum total all the activity costs shall equal the total amount of the contract award.

**H.16.1.3** Monthly Progress Updates and Reports:

**H.16.1.3.1** In the case of any logic changes that result in any delay to the contract milestone(s), the Contractor shall submit a revised schedule diagram and the computer reports for approval by the COTR by the next update reporting date.

**H.16.2** The Contractor shall complete all work within the time specified under F.4 Period of Performance for TOs and the TO, which is the maximum time permitted for the accomplishment of this project. If within the period of construction, a time extension or extensions are granted in writing by the CO, the Contractor shall incorporate the extension in the next monthly update.

**H.17 GUARANTEE OF WORK:**

**H.17.1** 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.

**H.17.2** 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.

**H.17.3** 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 the sum estimated by the CO under the provision of paragraph H.17.2 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 District.

**H.17.4** Special guarantee: The Contractor shall provide a written guarantee of the following for the extended periods and to the extent stated below:

**H.17.4.1** Guarantee buried tanks for five (5) years against deterioration to the point of failure and against structural failure due to improper installation procedures.

**H.17.4.2** Guarantee heating and air conditioning equipment, except expendable components such as filters, for two (2) full operating seasons or the equivalent thereof against all conditions except vandalism or improper maintenance.

**H.17.4.3** Secure guarantee of built-up roof and flashing systems for ten (10) years by the manufacturer of the roofing material.

**H.17.5** All special guarantees that are stipulated in the specifications or other paper forming a part of the contract shall be subject to the terms of this paragraph insofar as they do not conflict with the provisions containing references to guarantees in the specifications or such other papers. In case of any conflict, the special guarantee shall take precedence.

**H.18** **PROTECTION**(As needed):

**H.18.1** 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.

**H.18.2** 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.

**H.18.3** Nothing contained in the drawings and specifications for installation of fences, barricades or site protection shall be interpreted as making the District a party to, liable for, or relieving the Contractor of:

**H.18.3.1** The Contractor's responsibility for materials delivered and work performed until completion and final acceptance;

**H.18.3.2** The Contractor's responsibility to sustain all costs, losses or damages arising out of the nature of the work to be done, or due to any unforeseen or usual obstructions or difficulties which may be encountered in the accomplishment of the work, or resulting from the work, or resulting from the action of the elements; and

**H.18.3.3** The Contractor's responsibility to protect existing public and private property.

**H.18.4** Site Protection:

**H.18.4.1** Watchperson:

**H.18.4.1.1** The Contractor shall employ watchpersons to safeguard the site.

**H.18.4.1.2** Watchpersons shall be employed and present on site during all periods in which the Contractor's employees are not performing actual site work.

**H.18.4.2** Lights:

**H.18.4.2.1** Illumination of the worksite during non-daylight hours is required of the Contractor at the Contractor's expense.

**H.19 UNDERGROUND SERVICES:**

**H.19.1 ACTIVE:** The District has made its best efforts to show all active services on the contract drawings and specifications. However, the District gives no assurance that there are no other active services in areas in which work is to be performed. If during execution of work, other active services are encountered that necessitate changes in drawings or specifications, the Contractor shall make the required adjustments.

**H.19.2 INACTIVE OR ABANDONED:** If, during execution of work, the Contractor encounters inactive or abandoned services not shown or specified, the Contractor shall notify the CO as set forth in Article 4 of the Standard Contract Provisions for use with Specifications for District of Columbia Construction Projects (January 2007).

**H.20 EXISTING CONDITIONS: (where applicable)**

**H.20.1** 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.

**H.20.2** 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.

**H.21 OPERATION AND MAINTENANCE INSTRUCTIONS:**

**H.21.1** Prior to final acceptance of the project, the Contractor shall submit to the COTR two (2) copies of operation manuals or instruction manuals for each piece of equipment, mechanical or electrical system.

**H.21.1.1** Manuals shall show all controls (switches and valves) and give instructions on functions of each.

**H.21.1.2** Manuals shall give proper operating, reading or tolerances for all gauges and other control indicating devices.

**H.21.1.3** Manuals shall show the location of all items requiring periodic maintenance operations and specify recommended intervals of maintenance and recommended lubricants, and a listing of spare parts.

**H.21.1.4** Manuals shall include diagrammatic sketches or actual layouts of mechanical and electrical system showing location of all control items such as fuses, circuit breakers, indicator lights, dials, gauges, valves, thermostats, aquatints, cleanouts, and switches.

**H.21.2** The Contractor shall submit manuals which shall be bound separately into appropriate sets, i.e., air conditioning system, heating system, ventilating system, lighting system, ship equipment, plumbing system, incinerator, sprinkler system, sound system, clock and bell system, power operated door system and special equipment.

**H.21.3** The Contractor shall deliver manuals not less than one (1) week before District personnel assume operation of the system.

**H.22 EROSION AND POLLUTION CONTROL:**

**H.22.1** The Contractor shall provide erosion control facilities as approved and as required for fulfilling the requirements of Health Regulations of the District of Columbia.

**H.22.2** 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.

**H.22.3** 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.

**H.22.4** The Contractor shall maintain effective erosion control for the duration of any suspension of all or a portion of the construction operation.

**H.23 DISTRICT INSPECTORS:**

**H.23.1** The work shall be conducted under the general direction of the COTR and is subject to inspection by his appointed Inspectors 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.

**H.23.2** The presence of or absence of an Inspector shall not relieve the Contractor from compliance with material and workmanship requirements of the contract.

**H.24 DRAWINGS AND SPECIFICATIONS:**

**H.24.1** Pursuant to Article 2 of the General Provisions, Standard Contract Provisions for use with Specifications for District of Columbia Government Construction projects (January 2007), the general character and scope of the work are illustrated by the specifications and drawings listed in each RFTOP. Any additional detail drawings and other information deemed necessary by the CO will be furnished to the Contractor when and as required by the work.

**H.24.2** In case of differences between small and large-scale drawings, the large-scale drawings shall govern.

**H.24.3** Where on any of the drawings, a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to those portions indicated in the outline.

**H.24.4** Where similar work occurs in the drawings, the Contractor shall interpret the same in its general sense and not as meaning identical. The Contractor shall work

out all the details in relation to their location and their connection with other parts of the work.

**H.24.5** In case of differences between the schedules and small or large scale drawings, the schedules shall govern.

**H.24.6** In cases of differences between the specifications and standards, and in cases of differences between drawings and the specifications, the specifications shall govern.

**H.25 REFERENCE TO CODES AND REGULATIONS:**

**H.25.1** Where the District codes and regulations and other codes and regulations are referred to in these specifications, they are minimum requirements.

**H.25.2** Where the requirements of these specifications exceed the referred requirements of the codes and regulations, these specifications shall govern.

**H.25.3** Requirements of codes and regulations shall include revisions, amendments and supplements thereto in effect on the closing date of the RFTOP. The District will amend the RFTOP to incorporate new code and regulation changes.

**H.26 SINGULAR OR PLURAL NUMBERS:**

Where any device or part of equipment is herein referred to in the specifications or on the drawings in the singular or plural number, such reference shall be deemed to apply to as many such devices as are required to complete the installation as shown on the drawings.

**H.27 ENGINEERING AND LAYOUT SERVICES:**

**H.27.1** The Contractor shall provide competent engineering services to execute the work in accordance with the contract requirements. The Contractor shall verify the figures shown on the drawings before undertaking any construction work and shall be responsible for the accuracy of the finished work.

**H.27.2** The District has made its best efforts to establish such general reference points as will enable the Contractor to proceed with the work. It is the Contractor's responsibility to visit the site and familiarize themselves with the site conditions before submitting his offer.

**H.27.3** The Contractor shall make no change in locations without the written approval of the CO.

**H.28 BUILDING LINES AND BATTER BOARDS:**

**H.28.1** Prior to commencing construction, the PADD shall obtain a plat of computations from the D.C. Surveyor's Office to ascertain official reference points from which the property survey can be made.

**H.28.1.1** The Contractor shall establish and have platted on site, all building lines, building restriction lines and property lines shown on drawings, utilizing the service of a registered professional surveyor regularly engaged in such practice.

**H.28.1.2** The Contractor shall also establish critical grade and boundaries for construction of facilities where distance measurements are important, utilizing the service of a registered professional surveyor.

**H.28.1.3** Within 10 working days of receiving the plat of computations, the Contractor shall submit to the COTR two (2) copies of plat showing such lines and grades with a registered professional surveyor's certification of their correctness.

**H.29 WALL CHECK:**

**H.29.1** After foundations are in place and walls have been defined, but before additional construction and work is effected, the Contractor shall cause a wall check to be made by the same registered professional surveyor who established the building lines and property lines.

**H.29.2** The Contractor shall obtain certification by the D.C. Surveyor's Office of the location of the foundation walls by submitting his registered professional surveyor's certification prior to proceeding with construction.

**H.30 INTERFERENCE:**

(Mechanical Equipment, Piping, Ducts and Electric Conduits)

**H.30.1** The Contractor shall coordinate all mechanical and electrical work associated with the separate sections of the specifications with work of all other trades so as to avoid any interference with installation of pipes, ducts and conduits.

**H.30.1.1** The sizes and locations of the pipes, ducts, electrical conduits and the method of running them are shown on the drawings, but it is not intended to show every offset and fittings or every architectural or structural obstacle that will be encountered during the installation of the work. The Contractor shall modify alignment of pipes, ducts and conduits from that shown on the contract drawings, where necessary, without any additional costs to the District.

**H.30.1.2** The Contractor shall furnish such materials and labor, as necessary, to make the piping, ducts and conduit modifications as required, due to building obstructions and to complete the installation in accordance with best practice of the trades and the satisfaction of the COTR.

**H.31 CONTRACT DOCUMENTS FURNISHED:**

**H.31.1** The District will furnish to the Contractor, free of charge, one (1) CD sets of drawings and specifications. The Contractor is responsible for the reproduction or otherwise obtaining all contract documents in excess of the numbers stated above, which may be required by him. The Contractor shall use these reproducibles as the basis of the as-built drawings required under H.37.

**H.31.2** Contract documents to be furnished by the District may be obtained, upon forty-eight (48) hours advance notice, from the COTR identified in each TO.

**H.32 PHOTOGRAPHS:**

**H.32.1** The Contractor may submit photographs using a digital camera that provides the same degree of clarity and proper contrast as a film camera. All the submittals shall be in the same aforementioned format, except in lieu of submitting a CD or DVD of the photos, the Contractor may submit negatives.

**H.32.2 Site Condition Photographs:** Prior to start of construction work, the Contractor shall provide a minimum of five (5) site condition photographs of adjoining private and public property, including sidewalks, driveways, curbs, gutters, fences, trees, shrubbery, retaining walls and other improvements on and around the perimeter of the project site which may be subject to damage claims. The location of photographs shall be as directed by the COTR. Photographs shall conform to requirements specified below.

**H.32.3 Progress Photographs:** The Contractor by the 15<sup>th</sup> day of each month shall submit progress photographs of the site at each work area. The requirements for such photographs are as follows:

**H.32.3.1** Size approximately 8 x 10 ½ inches.

**H.32.3.2** Taken as directed by the COTR.

**H.32.3.3** All photographs shall have either printed on the back or an extension (title margin) of approximately ¾ inch clear paper at bottom of the 10 ½ inch side, with the following information printed or typed thereon:

**H.32.2.3.1** Name of project and Contractor;

**H.32.2.3.2** Location of photographs in relation to project;

**H.32.2.3.3** Subject matter shown on photographs identified;

**H.32.2.3.4** Dates taken; and

**H.32.2.3.5** Print numbers.

**H.32.3.4** Minimum resolution shall be 1024 pixels by 768 pixels.

**H.32.3.5** Two (2) prints shall be included in each submission.

**H.32.3.6** Photos should be in protective clear sleeve.

**H.32.3.7** Submitted to the COTR each month.

**H.32.4** Finished Project Photographs: After the building has been constructed, site cleaned up and project is ready for acceptance by the District, the Contractor shall furnish to the COTR two (2) prints of each photograph, plus the negatives or a CD or DVD, as follows:

**H.32.4.1** One perspective view of project.

**H.32.4.2** Two (2) photographs of areas designated by representatives of the COTR.

**H.32.4.3** All photographs shall be 8 x 10 ½ inches and have either printed on the back or an extension (title margin) of approximately ¾ inch clear paper at bottom of the 10 ½ inch side, with the following information printed or typed thereon:

**H.32.4.1** Name of project; and

**H.32.4.2** View shown on photograph.

**H.33** **MODIFICATIONS TO ARTICLE 3, SECTION E, CHANGES, OF THE STANDARD CONTRACT PROVISIONS FOR USE WITH SPECIFICATIONS FOR DISTRICT OF COLUMBIA GOVERNMENT CONSTRUCTION PROJECTS (REVISED), GENERAL PROVISIONS SECTION:**

**H.33.1** The purpose of this section is to define a standard procedure for determining reasonable costs and times for purpose of making equitable adjustments under Article 3, CHANGES, of the Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects (January 2007), General Provisions section.

**H.33.2** Unless otherwise specifically provided in the contract, the following procedure shall be used:

**H.33.2.1** Where the nature of the change is known sufficiently in advance of construction to permit negotiation, the parties shall attempt to agree on a fully justifiable price adjustment or adjustment of time for completion.

**H.33.2.2** If the parties fail to agree upon an equitable adjustment prior to the time the proposed change affects the contract work, or if the CO determines it is not feasible to reach an agreement regarding an equitable adjustment, either due to lack of time or other reasons, the CO will order the change in accordance with Article 3 of the General Provisions and the Contractor shall proceed with the execution of the work so changed.

**H.33.3** Equitable adjustments shall be determined in the following manner, unless otherwise specifically stated in the contract.

**H.33.3.1** Whenever a change is proposed or directed, the Contractor shall submit a proposal or breakdown within fifteen (15) days of its receipt of the change, and the proposal will be acted upon promptly by the CO.

**H.33.3.2** Price Adjustments

**H.33.3.2.1** If agreement on costs cannot be reached prior to execution of changed work, payment will be made for the actual costs provided records of such costs are made available and that such costs are reasonable and predicated on construction procedures normally utilized for the work in question. If not, then payment shall be based on standard trade estimating practice.

**H.33.3.2.2** Where basis of equitable adjustments is the actual cost incurred in performing changed work, the Contractor shall furnish the District with a complete breakdown of costs, covering the subcontractor work, as well as his own, individually itemizing the following:

- i. Material quantities and unit prices
- ii. Labor hours and basic hourly rate for each labor classification
- iii. Fringe benefits rate for each classification
- iv. Construction equipment
- v. Overhead
- vi. Profit
- vii. Commission
- viii. FICA, FUTA and DUTA (applied in basic hourly wage costs).

**H.33.3.2.3** The Contractor shall furnish substantiation of fringe benefits, workmen compensation, FICA, DUTA, FUTA and State unemployment taxes at the request of the District.

**H.33.3.2.3.1** The percentage for overhead, profit and commission to be allowed shall in no case exceed the following and shall be considered to include, but not limited to, insurance, other than mentioned herein, field and office supervisor and assistants above the level of foreman, incidental job burdens and general office expense, including field and home office. No percentage for overhead and profit will be allowed on FICA (Social Security), FUTA (Federal Unemployment and DUTA (District Unemployment) taxes:

	Overhead	Profit	Commission
1. To Contractor on work performed by other than his/her own forces.	-	-	10% of value of work performed
2. To Contractor and/or Subcontractor for that portion of work performed by their respective forces.	10%	10%	-
3. From Contractor on deleted work to have been performed by other than his/her own forces.	-	-	5% of value of deleted work
4. From Contractor or Subcontractor on deleted work to have been performed by his/her own forces.	-	-	5% of value of deleted work

**H.33.3.2.4** When a change consists of both added work and deleted work, the applicable percentage shall be applied to the net cost or credit.

**H.33.3.2.5** Where more than one tier of subcontractors exists, they shall be treated as one subcontractor for purposes of markups. That is, only one overhead and one profit percentage for the subcontractors and one commission percentage for the prime Contractor shall be applied to actual cost of work performed regardless of the number of tiers of subcontractors.

**H.33.3.3** Changes in the period of performance: Where a change affects the time required for the performance of the contract, the Contractor shall describe in detail “cause and effect relationship” and how such change

affects the specific contract work activities, current critical path, overall performance or work, concurrency with other delays, and the final net impact on the contract milestone(s), specifically stating the proposed decrease or increase in the period of contract performance in calendar days.

**H.33.3.4** The changes in the contract period of performance, if any, resulting from change order work will be calculated in the following manner:

**H.33.3.4.1** New durations for work activities affected by the change order will be incorporated into the next computer printout. Time extensions will be directly based on the extent to which the contract completion date is hereby extended.

**H.33.3.4.2** Should new work activities be required to supplement existing activities, they will be incorporated into the computer printout to verify total effect, if any, on the contract completion date.

**H.33.3.4.3** Every attempt will be made to reach an agreement between the Contractor and the COTR on the number of days by which activity duration will be extended. Should an agreement not be reached within fifteen (15) days after Contractor receives the directive, the COTR will assign a reasonable duration to be used in determination of job progress.

**H.33.4** If performance of the work is delayed by any of the causes specified in Article 5 of the General Provisions, TERMINATION-DELAYS, of Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects (January 2007), a contract time extension may be justified.

**H.33.4.1** The Contractor, when requesting an extension to the contract period of performance, must submit the same in writing with supporting facts and backup documentation plus a detailed explanation that must include, but be not limited to, the following:

**H.33.4.1.1** Reasons/cause and responsibility of each delay.

**H.33.4.1.2** Inclusive dates of each delay.

**H.33.4.1.3** Specific trades affected.

**H.33.4.1.4** Portion (s) of each work contract activity affected and the duration thereof.

**H.33.4.1.5** Status of work activity affected before delay commenced.

**H.33.4.1.6** Concurrency of any other delays, including Contractor's own.

**H.33.4.1.7** Net effect of each delay under this request, on the overall contract completion.

**H.33.4.1.8** In the case of late delivery of materials and/or equipment, back up date, correspondence and documentation should include but not be limited to the following: establishment that prior to ordering there was a reasonable assurance of timely supply; copies of each purchase order establishing the dates of procurement, invoices, delivery receipts and the like showing shipping or delivery dates; and copy of correspondence showing diligent attempts to follow ups to obtain materials when critically needed from other sources.

**H.33.4.2** All documentation should demonstrate that any delay was unforeseeable and without the fault or negligence of the Contractor, subcontractor or supplier involved. The Contractor will be entitled only to the additional number of days the project is delayed which is not concurrent with another delay for which a time extension has been granted or for which a valid request has been submitted.

**H.33.4.3** In case of delays due to strikes, documentation shall include evidence of when and what trades struck, with reasons for the strike, prompt submittal of notice when the strike was ended and the date thereof, analysis of the effect of the strike on the completion of the contract work.

**H.33.4.4** In case of delays due to unusually severe weather, documentation shall include daily temperature and precipitation records for each period of delay involved and explanation of delaying effect, including number of days that the construction activities on the current critical path at the time were actually delayed, including any extended impact, beyond the normal anticipated days of delay due to the weather conditions.

**H.33.5 COST AND PRICING DATA** (applicable to a Change Order or Modification) :

**H.33.5.1** 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.

- H.33.5.2** 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.
- H.33.5.3** 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.
- H.33.5.4** The following specific information should be included as cost or pricing data, as applicable:
- H.33.5.4.1** Vendor quotations;
  - H.33.5.4.2** Nonrecurring costs;
  - H.33.5.4.3** Information on changes in production methods or purchasing volume;
  - H.33.5.4.4** Data supporting projections of business prospects and objectives and related operations costs;
  - H.33.5.4.5** Unit cost trends such as those associated with labor efficiency;
  - H.33.5.4.6** Make or buy decisions;
  - H.33.5.4.7** Estimated resources to attain business goals;
  - H.33.5.4.8** Information on management decisions that could have a significant bearing on costs.
- H.33.5.5** 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:

**H.33.5.5.1** final payment under the contract;

**H.33.5.5.2** final termination settlement; or

**H.33.5.5.3** 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.

**H.34 SCAFFOLDING:**

**H.34.1** The Contractor shall erect adequate scaffolds as required to perform the work in accordance with the Safety Code of the DC Minimum Wage and Industrial Safety Board and so that the work may be inspected by COTR.

**H.34.2** The Contractor shall not erect scaffolds until required to be ready for use.

**H.34.3** The COTR will inspect the work upon the Contractor's advising of completion of contract requirements, and the Contractor shall promptly remove the scaffolding upon acceptance of the work.

**H.34.4** Wherever possible, the Contractor shall use swinging scaffolds for exterior work under this contract.

**H.34.5** Where swinging scaffolds are not practicable, the Contractor will be permitted to use other types of scaffolds provided:

**H.34.5.1** The Contractor shall prepare a list of areas and give the types of scaffold(s) he will use for each area.

**H.34.5.2** The list shall be submitted not later than ten (10) calendar days after the contract is awarded.

**H.35 EXISTING EQUIPMENT REMAINING IN USE: (Where applicable)**

**H.35.1** During the contract term, D. C. District personnel will maintain any existing equipment that remains temporarily operational.

**H.35.2** 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.

**H.36 TESTING AND CARE OF DRAINAGE FACILITIES:**

**H.36.1** Prior to commencement of work under the contract, the Contractor shall conduct tests to ascertain the condition of existing drainage lines in accordance with the following requirements:

**H.36.1.1** On projects where work is to be executed in the area of roof drains and areaways drains, the Contractor shall conduct a hose test on each drain line using a ¾ inch inside diameter garden hose without a nozzle and full pressure from an existing hose cock.

**H.36.1.2** On projects where work is to be executed in the area of storm drainage structures such as yard drains, curb drains and catch basins, the Contractor shall conduct a hose test using a fire hose under pressure from a fire hydrant.

**H.36.1.3** On projects where new work is to be connected to existing drainage lines, the Contractor shall conduct a test on each line affected to ascertain that the lines are clear and will handle their full capacity. Test shall be conducted with any apparatus that will establish the rate of flow.

**H.36.1.4** In addition to before and after tests specified in subparagraphs A and D of this section, the Contractor shall execute tests on new installations in accordance with the plumbing section of these specifications.

**H.36.2** All testing shall be performed in the presence of the Project Inspector and COTR. The Contractor shall notify the COTR two (2) working days in advance of the testing.

**H.36.3** The Contractor shall promptly notify the COTR in writing of any existing drain lines found to be deficient. The CO will initiate remedial action by D.C. District personnel or issue a change order in accordance with provisions of Article 3, CHANGES, of the Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects (January 2007), General Provisions section.

**H.36.4** Subsequent to proof of line clearance, the Contractor will be held responsible for maintaining all lines in clear and clean condition and shall remedy any deficiencies that may occur at no cost to the District until the final acceptance date of the contract. Just prior to final acceptance in order to demonstrate clearance, the Contractor shall repeat the tests as specified in H.36.1.1, H.36.1.2 and H.36.1.3.

**H.37 AS-BUILT DRAWINGS:**

**H.37.2 Preliminary As-Built Drawings:** The Contractor shall maintain a full size set of contract drawings for depicting a daily record of as-built conditions. The drawings shall be maintained in a current condition at all times during the entire contract period and shall be readily available for review by the COTR at all times. These drawing shall be updated daily by the Contractor showing all changes from the contract plan which are made in the work, or additional information which might be uncovered in the course of construction. The Contractor shall record this information on the prints accurately and neatly by means of details and notes. The As-Built Drawings shall show, but not be limited to, the following details:

- H.37.2.1** The location and description of any utility lines or other installations of any kind or description known to exist within the construction area. The location includes dimensions of permanent features.
- H.37.2.2** The location and dimension of any changes within the building or structure, and the accurate location and dimension of all underground utilities and facilities.
- H.37.2.3** Correct grade or alignment of roads, structures, or utilities if any changes were made from contract plans.
- H.37.2.4** Correct elevations if changes were made in site grading.
- H.37.2.5** Changes in details of design or additional information obtained from working drawing specified to be prepared or furnished by the Contractor, including but not limited to fabrication, erection, installation and placing details, pipe sizes, insulation material, and dimension of equipment foundations.
- H.37.2.6** The topography and grades of all drainage installed or affected as part of the project construction.
- H.37.2.7** All changes or modifications of the original design that result from final inspection.
- H.37.2.8** Where Contract Drawing or Specifications allow options, only the option actually used in the construction shall be shown on the as-built drawings. The option not used shall be deleted.

**H.37.3 Submittals of As-Built Drawings:** The Contractor shall submit to COTR for review and approval all As-Built Drawings using the following procedure:

- H.37.3.1** Deliver two (2) copies of the preliminary As-Built marked prints to the COTR at the time of final inspection of each facility for review and approval.

- H.37.3.2** If upon review of the preliminary As-Built Drawings, the COTR finds errors or omissions, the COTR will return the drawings to the Contractor for corrections. The Contractor shall complete the corrections and return the drawings to the COTR within ten (10) calendar days.
- H.37.3.3** After approval, the COTR will return one (1) copy of the As-Built marked up print, along with the original contract Mylar to the Contractor for use in preparation of the final As-Built Drawings.
- H.37.3.4** The Contractor shall incorporate the information from the approved preliminary As-Built Drawings into the final As-Built mylar in a neat, accurate and professional manner and deliver the same to the COTR.

**H.37.4 Draftsmanship:** The Contractor shall employ only personnel proficient in the preparation of engineering drawings to standard, who are satisfactory and acceptable to the COTR to modify reproducible contract mylar or prepare new drawings. All additions and corrections the Contractor makes to the contract mylar shall be neat, clean, and legible and shall match the adjacent existing line work or lettering annotated in type, density, size and style. The Contractor shall prepare all pencil work with plastic drawing lead suitable for use on mylar material, and shall use the grade of lead that will produce a sharp clear heavy black line similar to ink.

**H.37.5 Final As-Built Drawings:** The Contractor shall letter or stamp the final revisions to the As-Built drawings with the words "RECORD DRAWING" in letters at least 3/8 inch high placed above the title block, if space permits; if not, below the title block between the border and the trim line. The date of completion and the words "REVISED AS-BUILT" shall be placed in the revision block above the latest existing revision notation. The COTR will not permit markings on the reverse side of the drawings. The Contractor shall use the following details for labeling, sizing and formatting the drawings:

- H.37.5.1** Title block to be used for any new as-built drawings shall be similar to that used on the original drawings.
- H.37.5.2** New or added drawings shall be full size to match the overall dimensions of the District supplied mylar.
- H.37.5.3** The COTR will review any final as-built drawings for accuracy and conformance to the drafting standard and other requirement contained in this and other sections. The Contractor shall make all corrections, changes, additions, and deletions required to meet these standards.

**H.37.5.4** The Contractor shall complete and return the final as-built record drawings (mylar) and return the same to the COTR within sixty (60) calendar days after the final inspection of the facility to which the drawings apply, unless additional time is granted by the COTR.

**H.37.5.5** If the District furnishes the original contract drawings in digital format the Contractor shall submit the as-built drawings on CD (3 copies) using the latest version of AutoCAD.

**H.38** **This section is intentionally left blank:**

**H.39** **51% DISTRICT RESIDENTS NEW HIRES/FIRST SOURCE EMPLOYMENT AGREEMENT:**

**H.39.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. (“First Source Act”).

**H.39.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, in which the Contractor shall agree that:

**H.39.2.1** The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and

**H.39.2.2** The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

**H.39.3** 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 it’s compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

**H.39.3.1** Number of employees needed;

**H.39.3.2** Number of current employees transferred;

**H.39.3.3** Number of new job openings created;

**H.39.3.4** Number of job openings listed with DOES;

**H.39.3.5** Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and

**H.39.3.6** Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including;

- H.39.3.6.1** Name;
- H.39.3.6.2** Social Security number;
- H.39.3.6.3** Job title;
- H.39.3.6.4** Hire date;
- H.39.3.6.5** Residence; and
- H.39.3.6.6** Referral source for all new hires.

**H.39.4** If the contract amount is equal to or greater than \$100,000.00, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**H.39.5** With the submission of the Contractor's final request for payment from the District, the Contractor shall:

**H.39.5.1** Document in a report to the CO its compliance with the section H.39.4 of this clause; or

**H.39.5.2** Submit a request to the CO for a waiver of compliance with section H.39.4 and include the following documentation:

**H.39.5.2.1** Material supporting a good faith effort to comply;

**H.39.5.2.2** Referrals provided by DOES and other referral sources;

**H.39.5.2.3** Advertisement of job openings listed with DOES and other referral sources; and

**H.39.5.2.4** Any documentation supporting the waiver request pursuant to section H.39.6.

**H.39.6** The CO may waive the provisions of section H.39.4 if the CO finds that:

**H.39.6.1** A good faith effort to comply is demonstrated by the Contractor;

**H.39.6.2** The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

**H.39.6.3** The Contractor enters into a special workforce development training or placement arrangement with DOES; or

**H.39.6.4** DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

**H.39.7** Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.39.5 and H.39.6, the CO shall determine whether the Contractor is in compliance with section H.39.4 or whether a waiver of compliance pursuant to section H.39.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer (CFO) and the COTR.

**H.39.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.39.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the CO pursuant to this section H.39.8.

**H.39.9** The provisions of sections H.39.4 through H.39.8 do not apply to nonprofit organizations.

**H.40 AUDITS, RECORDS, AND RECORD RETENTION:**

**H.40.1** At any time or times before final payment and three (3) years thereafter, the CO may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be reduced by amounts found by the CO not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.

**H.40.2** The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

**H.40.3** The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution

of the audit findings or any litigation which may be based on the terms of the contract.

**H.40.4** The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the CO.

**H.40.5** Persons duly authorized by the CO shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

**H.40.6** The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

**H.41 PUBLICITY:**

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

**H.42 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*.

**H.43 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA):**

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

**H.44 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED:**

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

**H.45 ENVIRONMENTALLY PREFERABLE PAINT PRODUCTS**

**H.45.1 Environmentally Preferable Products Goals**

**H.45.1.1** The District is seeking contractors to provide environmentally preferable and effective paint products that support the District's environmentally preferable purchasing (EPP) contracting initiative.

**H.45.2** 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.

**H.45.2 Paint Environmental Requirements**

**H.45.2.1** The requirements and restrictions contained in this clause shall apply to all architectural and anti-corrosive paints used during the course of this contract.

**H.45.2.2** Due to the documented health risks associated with high Volatile Organic Compound (VOCs) levels, the Contractor shall use only paint and paint products that do not exceed the maximum allowable VOC content in the table below for each type of paint:

<b>Product Type</b>	<b>Type of Paint</b>	<b>VOCs (grams/liter)</b>	<b>VOCs (pounds/gallon)</b>
<b>Category I</b>	C.1 <u>Interior</u> Architectural		
	a. Flat	50 g/l	0.42 lb/gal
	b. Non-Flat	150 g/l	1.25 lb/gal
<b>Category II</b>	<b>Exterior</b> Architectural		
	a. Flat	100 g/l	0.83 lb/gal
	b. Non-Flat	200 g/l	1.66 lb/gal
<b>Category III</b>	<b>Anticorrosive</b>		
	a. Flat	250 g/l	2.1 lb/gal
	b. Semi-Gloss	250 g/l	2.1 lb/gal
	c. Gloss	250 g/l	2.1 lb/gal

**H.45.3 Prohibited Paint Components**

**H.45.3.1** Paints often contain inorganic and organo-metallic components used as preservatives, additives and pigments. The following is a list of organic compounds and components prohibited under this contract:

1,1,1 Trichloroethane	Formaldehyde
1,2 Dichlorobenzene	Hexavalent chromium
Acrolein	Isophorone
Acrylonitrile	Lead
Antimony	Mercury
Benzene	Methylene chloride
Butyl benzyl phthalate	Methyl ethyl ketone
Cadmium	Mehtyl isobutyl ketone
Di (2-ethylhexyl) phthalate	Naphthalene
Dimethyl phthalate	Toluene (Methylbenzene)
Di-n-butyl phthalate	Vinyl Chloride
Ethylbenzene	

**H.45.4 Packaging**

**H.45.4.1** Paint cans and their components shall not be fabricated with lead.

**H.45.5 Product Safety**

**H.45.5.1** A contractor shall be responsible for:

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

**H.46 ENVIRONMENTALLY PREFERABLE SOLVENT PRODUCTS**

**H.46.1 Environmentally Preferable Products Goals**

**H.46.1.1** The District is seeking contractors to provide environmentally preferable and effective solvent products that support the District's environmentally preferable purchasing (EPP) contracting initiative.

**H.46.1.2** 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.

**H.46.2 Environmentally Preferable Solvent Products**

**H.46.2.1** Solvents are fluids or a mixture of fluids capable of dissolving substances to produce compositions for industrial value.

**H.46.2.2** 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, cyclohexanone and isophorone.
- (i) **Other Solvents.** Other types of solvents include freon, turpentine, dimethylformamide and carbon disulfide.

**H.46.3 Solvent Environmental Requirements** - The Contractor shall avoid the following hazards when using solvent products during the performance of this contract:

**H.46.3.1 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.

**H.46.3.2 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).

**H.46.4 Prohibited Solvents**

**H.46.4.1** 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	

**H.46.5 Packaging Reduced/Recyclable**

**H.46.5.1** If possible, the Contractor shall use products that are in reusable, refillable, or recyclable containers or are otherwise made from recycled content products.

**H.46.5.2** No products shall be delivered in aerosol cans.

- H.46.5.3** All products must be available in non-aerosol containers such as ready-to-use pump action sprays, air-charged refillable containers, or spray bottles.

**H.46.6 Product Safety**

**H.46.6.1** 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.

**H.47 LIVING WAGE ACT OF 2006:**

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

**H.47.1 WAY TO WORK AMENDMENT ACT OF 2006**

- H.47.1.1** Except as described in H.47.1.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.47.1.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.47.1.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

- H.47.1.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.47.1.5** The Contractor shall provide a copy of the Fact Sheet attached as J.1.4 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.4 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.47.1.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.47.1.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.47.1.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
  - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
  - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
  - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
  - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
  - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
  - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government

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

**H.47.1.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

**PART II**

**SECTION I: CONTRACT CLAUSES**

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

The Standard Contract Provisions For Use With Specifications for District of Columbia Government Construction Projects (January 2007) and amendments thereto are incorporated herein by reference, with the same force and effect as if given in full text.

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

The applicable Davis–Bacon Wage Determination will be identified in each RFTOP and attached to each TO.

**I.3 CONFLICT OF INTEREST:**

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

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

**I.4 EQUAL EMPLOYMENT OPPORTUNITY:**

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

**I.5 INSURANCE:**

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

- I.5.1 GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage prior to beginning work. 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; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.
- I.5.2 Certificate of Insurance Requirement.** The policy description on the Certificate of Insurance form shall include the contract number, the contract award date (if available), the contract expiration date (if available), the name of the requesting agency, the name of the contracting officer, a brief description of the work to be performed, the job location, the District as an additional insured, and a waiver of subrogation.
- I.5.3 Commercial General Liability Insurance.** The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$2,000,000 limits per occurrence; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.
- I.5.4 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 the contract. The policy shall cover the operations performed under the contract with a \$2,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.
- I.5.5 Workers' Compensation Insurance.**
- 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.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$1,000,000 per accident for injury; \$1,000,000 per employee for disease; and \$1,000,000 for policy disease limit.

**I.5.6** Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability insurance as follows: \$2,000,000 per occurrence with the District added as an additional insured.

**I.5.7** Builder's Risk Insurance. The Contractor shall provide a Builder's Risk policy equal to the replacement cost value of the completed building or other structure, including the building supplies and materials to cover damage to existing facilities at the site, with the District of Columbia named as loss payee. (This policy is not required for contracts involving demolition only.)

**I.5.8** Installation Floater Insurance. The Contractor shall provide an Installation Floater policy equal to the replacement cost value of all property being installed under the Contract.

**I.5.9** Professional Liability Insurance (Architect & Engineers). The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract.

The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$2,000,000 per aggregate for each wrongful act.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.

**I.5.10** Pollution Liability Insurance. The Contractor shall provide a policy to cover costs associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of \$2,000,000 in coverage per occurrence.

**I.5.11** Crime Insurance. The Contractor shall provide a policy to cover costs associated with the criminal activities of its employees including, but not limited to, robbery, burglary, larceny, forgery, or embezzlement. The policy shall provide a limit of \$1,000,000 per occurrence for each wrongful act and \$2,000,000 per aggregate for each wrongful act.

**I.5.12** DURATION. Except as proved in I.5.8, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

**I.5.13 CONTRACTOR'S PROPERTY.** Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.

**I.5.14 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.

**I.6 PRE-AWARD APPROVAL:**

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

**I.7 DISPUTES:** (This Disputes Clause supersedes the Provisions for use with Specifications for District of Columbia Government Construction Projects (January 2007), as amended Disputes Clause, Article 7 (page 10))

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

B. Claims by a Contractor against the District.

Claim, as used in Section B of 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.

(a) 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:

(1) A description of the claim and the amount in dispute;

(2) Any data or other information in support of the claim;

(3) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and

(4) The Contractor's request for relief or other action by the CO.

(b) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

(c) 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.

- (d) 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.
- (e) The CO's written decision shall do the following:
  - (1) Provide a description of the claim or dispute;
  - (2) Refer to the pertinent contract terms;
  - (3) State the factual areas of agreement and disagreement;
  - (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;
  - (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;
  - (6) Indicate that the written document is the CO's final decision; and
  - (7) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (f) 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.
- (g)
  - (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.
  - (2) Liability under paragraph (9)(1) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (h) 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) 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.

**C. Claims by the District against a Contractor**

- (a) Claim as used in Section C 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.

- (b) (1) The CO shall decide all claims by the District against a Contractor arising under or relating to a contract.
  - (2) The CO shall send written notice of the claim to the Contractor. The CO's written decision shall do the following:
    - (a) Provide a description of the claim or dispute;
    - (a) Refer to the pertinent contract terms;
    - (b) State the factual areas of agreement and disagreement;
    - (c) 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;
    - (d) 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;
    - (e) Indicate that the written document is the CO's final decision; and
    - (f) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
  - (3) The decision shall be supported by reasons and shall inform the Contractor of his or her rights as provided herein.
  - (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.
  - (5) This clause shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) 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.
  - (d) 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.8 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.9 TIME:**

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

**I.10 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.11 INCORPORATION AND ORDER OF PRECEDENCE:**

- A. **Contract:** The following documents are incorporated herein by reference and in case of any discrepancy the following Order Of Precedence shall apply: (1) Schedule For Construction, Alteration, Repairs Prices (Section-B), (2) Standard Contract Provisions for use with Specifications for District of /Columbia Government Construction Projects (January 2007), as amended (Attachment J.1.2), (3) Contract provisions not identified in I.12.A (1); (4) Section J Contract Attachments not identified in I.12.A (2).
- B. **Task Orders:** Unless the District otherwise provides in a TO, the following documents are incorporated by reference in each TO issued hereunder. In case of any discrepancy the following Order of Precedence shall apply: (1) Schedule For Construction, Alteration, Repairs in the TO (Section B); (2) Scope, Specifications (in TO or TO Attachments); (3) Drawings (in TO or TO Attachments); (4) Special Contract Requirements (Contract Section H and TO); (5) Contract Clauses (Section I); (6) US-DOL Wage Determination Rates (Contract and TO and/or TO Attachment); and (7) Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects (January 2007), (Attachment J.1.2).

**I.12 CONTRACTS IN EXCESS OF \$1 MILLION:**

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

**I.13 DISCRIMINATION CLAUSES:**

**I.13.1 Anti-Discrimination Clause:**

The Contractor:

**I.13.1.1** 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.13.1.2** Shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials;

**I.13.1.3** Shall, along with all subcontractor, 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.13.2 Non-Discrimination Clause:**

**I.13.2.1** 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.13.2.2** 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.13.2.2.1** 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, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or 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.13.2.2.2** 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.13.2.2.3** 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 (b)(1) and (b)(2) concerning non-discrimination and affirmative action.

**I.13.2.2.4** 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 (b)(2).

**I.13.2.2.5** 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.13.2.2.6** 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.13.2.2.7** 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.13.2.2.8** The Contractor shall include in every subcontract the equal opportunity clauses, subsections (b)(1) through (b)(9) of this section, so that such provisions shall be binding upon each subcontractor or vendor.
- I.13.2.2.9** The Contractor shall take such action with respect to any subcontract as the Contracting Officer 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.

**PART III**

**SECTION J: LIST OF ATTACHMENTS**

**SECTION J: LIST OF ATTACHMENTS**

**J.1 ATTACHMENTS**

- J.1.1** Subcontracting Plan ( These forms shall be submitted with each RFTOP)
- J.1.2** Standard Contract Provisions for use with Specifications for District of Columbia Government Projects (January 2007)
- J.1.3** Davis Bacon Wage Rates for Residential Construction - General Decision Number: DC080002 05/02/2008 DC2, Modification No. 1
- J.1.4** Davis Bacon Wage Rates for Building Construction – General Decision Number: DC080003 05/01/2009 DC3, Modification No. 16
- J.1.5** Living Wage Act Notice and Fact Sheet
- J.1.6** E.E.O. Information and Mayor’s Order 85-85
- J.1.7** Tax Certification Affidavit
- J.1.8** First Source Employment Agreement

*(Please contact the Department of Small and Local Business Development for the following package)*

- J.2.1** LSDBE Certification Package

**PART IV**

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

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

**K.1**

**CERTIFICATION OF ELIGIBILITY**

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

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

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

does not have a proposed debarment pending; and

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

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

\_\_\_\_\_

_____ Contractor	_____ President or Authorized Official
_____ Date	_____ Title

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

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

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

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

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

**K.2**

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

\_\_\_\_\_, being duly sworn (or

(President or Authorized Official of Offeror)

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

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

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

does not have a proposed debarment pending; and

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

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

_____	_____
Contractor	President or Authorized Official
_____	_____
Date	Title

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

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

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

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

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

**K.3**

**PAYMENT TO SUBCONTRACTOR AND SUPPLIERS CERTIFICATE**

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

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

Certification shall be made on the following standard form.

To:

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

I hereby certify:

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

\_\_\_\_\_  
Contractor/Company Name

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**K.4**

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

---

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

**K.5**

**EMPLOYMENT AGREEMENT**

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

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

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

---

Date

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Authorized Signature

**K.6**

**BUY AMERICAN CERTIFICATION**

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

\_\_\_\_\_ EXCLUDED END PRODUCTS

\_\_\_\_\_ COUNTRY OF ORIGIN

**K.7**

**TYPE OF BUSINESS ORGANIZATION**

The Offeror, by checking the applicable box, represents that

(1) It operates as:

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

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

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

**K.8**

**CERTIFICATION OF ENVIRONMENTALLY PREFERABLE PRODUCTS**

- K.8.1** The Contractor, by accepting this contract, agrees to supply the District with environmentally preferable and effective products in compliance with the Office of Contracting and Procurement specifications in support of its environmentally preferable purchasing (EPP) initiative.
  
- K.8.2** The Contractor, by accepting this contract, agrees that its products and services do not contain any prohibited items, ingredients or components delineated in Section H.
  
- K.8.3** The Contracting Officer may terminate this contract or take other appropriate actions if the Contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the EPP attributes required under this contract.

Certification

I, \_\_\_\_\_ (name of certifier), as the officer or employee responsible for the performance of this contract, hereby certify that the deliverables associated with this contract meet the minimum EPP attributes outlined in the solicitation's specifications and \_\_\_\_\_'s bid or proposal.

\_\_\_\_\_  
Signature of Offeror

\_\_\_\_\_  
Date

**PART V**

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

**L.1 CONTRACT AWARD:**

**L.1.1** From this solicitation, the District intends to award multiple IDIQ contracts in each of the dollar ranges identified in Section B.2 to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

**L.1.2 Initial Offers**

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

**L.2 PRE-PROPOSAL CONFERENCE:**

**L.2.1** A pre-proposal conference to discuss the contents of this solicitation and other pertinent matters will be held on May 19, 2009, at the following location:

441 4<sup>th</sup> Street, N.W., 7<sup>th</sup> Floor  
Washington, DC

**L.2.2** Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the Pre-Proposal Conference Attendance Roster at the conference so that proposal attendance can be properly recorded.

**L.2.3** Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official bidder's list as having received a copy of the solicitation. Answers will also be posted on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**L.3 PREPARATION AND SUBMISSION OF OFFER:**

**L.3.1** Offerors shall submit **one (1) signed original** plus **seven (7) copies** of the offer. The District will not accept a facsimile copy of an offer as an original offer. All items accepted by the District, all pages of the Request for Proposals (RFP), all attachments and all documents containing the Offeror's offer shall constitute the formal contract.

**L.3.2** Each offer shall be submitted in a sealed envelope conspicuously marked on the outside:

***"Offer in Response to Solicitation No. DCDB-2009-R-0014 IDIQ for Turnkey Residential Development Project"***

**L.3.3** The original offer shall govern if there is a variance between the original offer and the copy submitted by the offeror. Each offeror shall return the complete solicitation as its offer.

**L.3.4** The District may reject as non-responsive any offer that fails to conform in any material respect to the Request for Proposal.

**L.3.5** The District may also reject as non-responsive any offer submitted on forms not included in or required by the solicitation, or if the solicitation package is obtained from any source other than the District's official source listed below. Offerors shall make no changes to the requirements set forth in the solicitation.

**L.3.6 TECHNICAL PROPOSAL VOLUME CONTENTS:**

**L.3.6.1 VOLUME 1, TECHNICAL CAPABILITY INFORMATION.** The Technical proposal shall be prepared in accordance with the instructions and format given in this section. Failure to provide a Technical proposal may render an offeror's proposal incomplete and ineligible for award. In order for the District to evaluate the offeror's understanding of the contract requirements, offerors are required to discuss their technical and administrative capabilities in a manner that demonstrates these are adequate to meet contract requirements. Offerors are strongly cautioned to follow the format below in preparing their proposals. This will allow for ease of evaluation. Proposals will be evaluated in accordance with the evaluation criteria listed in Section M.3, Evaluation Criteria. Technical Proposals shall not include price or pricing information.

**L.3.6.1.1 CAPABILITY AND EXPERIENCE**

**L.3.6.1.1.1** Describe your experience and capability in managing and performing work on general construction projects at the dollar levels you selected in Section B.5 “Schedules.” and highlight any special construction or trade capabilities.

**L.3.6.1.2 ORGANIZATION**

**L.3.6.1.2.1** Provide an Organizational Chart listing company key personnel, their titles and roles.

**L.3.6.1.2.2** Provide a list of the in-house trades and the number of persons that you employ in each trade. Provide the number (not names) of these employees.

**L.3.6.1.2.3** Describe the support and interface with your home office or corporate headquarters for such aspects as financial, management and technical support.

**L.3.6.1.2.4** Describe the education, training and experience of the key personnel. (A resume may be submitted if it provides this information).

**L.3.6.1.3 QUALITY CONTROL**

**L.3.6.1.3.1** Discuss how quality issues will be dealt with on various types of construction projects. Include in the discussion at a minimum, meetings, inspections, submittal reviews, correction of non-compliant work and how you intend to ensure non-reoccurrence and reporting of quality problems to District officials.

**L.3.6.1.4 SAFETY**

**L.3.6.1.4.1** Discuss your Safety Program in general, and provide as a minimum details on training, documentation, and your plan to ensure adherence to OSHA Standards.

**L.3.6.1.4.2** Discuss the steps you took to promote safety during construction during the past three (3) years.

**L.3.6.1.5 FEASIBILITY OF PLAN/SCHEDULING** (Applicable to offerors being evaluated for orders over \$1,000,000.00)

**L.3.6.1.5.1** Adequate scheduling processes are necessary to ensure completion and control of the project from beginning to the end of the project.

**L.3.6.1.5.2** Discuss your scheduling capabilities. Include a discussion of such things as your scheduling methodology, software or other programs used, and the size and experience of your scheduling staff.

**L.3.6.1.6** The District acknowledges that this will involve discussion of some of the same projects/contracts discussed in Volume 2 Past Performance Information, Section L.3.6.2 below.

**L.3.6.2 VOLUME 2, PAST PERFORMANCE INFORMATION.** Past Performance includes current on-going (present) performance. Do not include price or pricing information in this section.

**L.3.6.2.1** Offerors are to provide information to demonstrate a history of performing general construction work that is similar to the category of projects selected in Section B “Schedules”. This information shall address relevant contracts held within the **last three (3) years**.

**L.3.6.2.2** Past Performance References – **REQUIRED** – Offerors shall provide a list of references, such information shall, at a minimum, include: company’s name and address, point of contact, telephone, fax numbers, and email addresses and type of services provided. This is to obtain an independent evaluation of prior contract performance for use in evaluating Past Performance.

**L.3.6.2.3** If such information is relevant to the work for which you are submitting a proposal, Offerors lacking relevant Past Performance experience may submit experience information regarding predecessor companies, key personnel of the offeror, and/or subcontractors that will perform major or critical aspects of work similar to that selected in Section B, “Schedules”.

Information submitted to satisfy the requirements of § L.3.6.2.3 shall, at a minimum, include: Name(s) of Predecessor Company/Subcontractor or Key Personnel and include: Complete Address and Point of Contact; Telephone, Fax Number and email address; and a brief synopsis of the experience (a resume may be submitted for "Key Personnel") and relevancy to this project.

**L.3.6.2.4** Offerors are advised that the District may use all data provided by the offeror in this volume and data obtained from other sources, to include but not limited to Government-wide databases, in the development of performance confidence assessments. Past Performance information on contracts not listed by the offeror, or that of planned subcontractors, may also be evaluated. The District may contact references provided by the offeror, as well as any other source it identifies, and information received may be used in the evaluation of the offeror's Past Performance. While the District may elect to consider data obtained from other sources, the burden of providing current, accurate and complete Past Performance information rests with the offeror.

**L.3.6.3 PRICE/COST INFORMATION**

Provide in Section B the pricing information described below in this section and provide the certifications and representations required in Section K.

**L.3.6.3.1** Section B – CLIN0001, CLIN1001, CLIN2001, 3001.

**L.3.6.3.2** Representations and Certifications- Section K- insert the required certifications and representations.

**L.4 OFFER SUBMISSION DATE AND TIME:**

Offer must be submitted no later than 2:00 p.m. local time on June 08, 2009.

**L.5 WITHDRAWAL OR MODIFICATION OF OFFER:**

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

**L.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS:**

**L.6.1** Offer, modifications to offer, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are

"late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- L.6.1.1** The offer or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of offer; or
- L.6.1.2** The offer or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

**L.6.2 Postmarks**

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

**L.6.3 Late Submissions**

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

**L.6.4 Late Offer**

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

**L.6.5 Late Modifications**

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

**L.7 HAND DELIVERY OR MAILING OF OFFER TO:**

Office of Contracting and Procurement  
Bid Counter  
441 4<sup>th</sup> Street, N.W., Suite 703 South  
Washington, D.C. 20001

**L.8 SUBMISSION OF SUBCONTRACTING PLAN [To be submitted in accordance with TO requirements]**

Within ten calendar days after the offer opening, each offeror shall submit a certified and notarized subcontracting plan for approval by the CO. This plan shall meet the requirements described under Section M.3.1 of this solicitation. A certified LSDBE prime who plans not to subcontract any portion of the contract work shall still submit such a plan stating so in writing. A Contractor cannot make any changes to its subcontracting plan without prior written approval by the CO. The approved plan will be incorporated into and become part of the contract.

**L.9 ERRORS IN OFFER**

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

**L.10 QUESTIONS ABOUT THE SOLICITATION**

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

**L.11 FAILURE TO SUBMIT OFFER**

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

future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.12 OFFER PROTESTS**

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

**L.13 SIGNING OF OFFER:**

**L.13.1** The Contractor shall sign the offer and print or type its name on the offer form in the attached Offer Form Package. Each offer must show a full business address and telephone number of the Offeror and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the offer. Offer signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the CO.

**L.13.2** All correspondence concerning the offer or resulting contract will be mailed to the address shown on the offer in the absence of written instructions from the Offeror or Contractor to the contrary. Any offer submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any offer submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Offerors shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in an offer rejection.

**L.14 ACKNOWLEDGMENT OF AMENDMENTS:**

The Offeror shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in item 20 of page 1 (Solicitation, Offer, Award Form) of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offer. Offeror's failure to acknowledge an amendment may result in rejection of the offer.

**L.15 ACCEPTANCE PERIOD:**

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

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

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

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

**L.16.3** District of Columbia license, registration or certification, if required by law to obtain such license, registration or certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements;

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

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

**L.17 LOCAL OPERATING FACILITIES:**

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

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

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

All contractual correspondence must be directed to:

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

**L.19 OFFER DOCUMENTS:**

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

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

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

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

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

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

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

**L.21 Standards of Responsibility [Applicable to each Contract]**

**L.21.1** Pursuant to 27 DCMR, 2200.4 (a) through (h), the prospective Contractor shall submit the following documentation, within ten (10) days of the request by the District, in order to be determined responsible:

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

- L.21.1.2** Evidence of ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and district business commitments;
- L.21.1.3** A satisfactory performance record;
- L.21.1.4** A satisfactory record of integrity and business ethics;
- L.21.1.5** The necessary organization, experience, accounting and operational controls and technical skills, or the ability to obtain them;
- L.21.1.6** Compliance with the applicable District licensing and tax laws and regulations;
- L.21.1.7** The necessary production, construction and technical equipment and facilities or the ability to obtain them, and
- L.21.1.8** Other qualifications and eligibility criteria necessary to receive an award under the applicable laws and regulations.

**L.21.2** If the prospective Contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective Contractor to be non-responsible.

**PART V**

**SECTION M - EVALUATION PREFERENCE POINTS**

**M.1 EVALUATION FOR AWARD** [Not applicable to TOs]

The Contracts will be awarded in accordance with the number of awards specified in § B.2.1, Contracts within individual dollar ranges will be awarded to responsible SBE-certified offerors certified in Building Construction Services, New, Construction Services, General, Construction Services, Heavy, and Construction Services, Trade based upon the evaluation criteria specified in M.3, below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decisions based upon the evaluation criteria. The Contracting Officer reserves the right, in her sole discretion, to award fewer than the total number of awards specified in § B.2.1.

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

The Technical Rating Scale is as follows:

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

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

**M.3 EVALUATION CRITERIA** [Not applicable to TOs]

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

**M.3.1 Volume 1 – Technical Capability Information Evaluation 50 Points**

The Technical Proposal must include necessary information to enable evaluators to form a concrete conclusion of the offeror's ability to perform complete project management of general construction projects at the dollar ranges indicated in Section B. The evaluation of each Technical Proposal shall measure the ability of the offeror to effectively manage general construction projects, provided in response to the submission requirements specified in Section L.2.6.

**M.3.1.1** Capability and Experience: The District will evaluate the quality and extent of related experience, and determine if the offeror has the experience to manage general construction projects, which is comparable to the work requirements of this solicitation. To meet the requirements of the RFP the proposal must demonstrate that the offeror has experience with management of construction projects that require general skills to perform as well as the capability to perform multiple projects at one time.

**M.3.1.2** Organization - The District will evaluate the offeror's overall organization, organization chart, as well as number of personnel and the duties of proposed technical staff to determine if offeror has the ability to manage general projects without significant difficulty. The narrative must adequately address functions, responsibilities and authorities for performing such duties as overall project management, site superintendence, quality control, safety, administration and in-house trade capabilities.

**M.3.1.3** Quality Control Plan - The District will evaluate the offeror's proposed quality control activities. The proposal's quality control discussion adequately details the offeror's policy with regard to QC and how the offeror intends to achieve this standard. The Quality Control discussion provides a detailed explanation of how quality issues are dealt with on various types of construction projects.

**M.3.1.5** Safety Activities – The District will evaluate the offeror's proposed safety program, including, but not limited to training and documentation. Proposal demonstrates familiarity with, and/ or plans to adhere to, OSHA standards, USACOE EM 385-1-1 (Safety Manual) and standard State OSHA safety requirements, if applicable.

**M.3.1.6** Feasibility of Plan / Scheduling - The District will evaluate the offeror's scheduling methodology to determine if they have scheduling processes that ensure completion and control of the project from beginning to the end of the project. The proposal demonstrates an understanding of the limitations of a schedule as well as an understanding that an appropriate schedule will result in successful completion of projects.

**M.3.2 Volume 2 - Past Performance Evaluation**

**40 Points**

The Past Performance evaluation will include, but is not limited, to the following:

- Quality- Management and Workmanship
- Timeliness and adherence to schedule
- Specification compliance
- Offeror's business practices
- Customer relationship
- Ability to successfully perform
- Safety
- Overall customer satisfaction.

**M.3.3 Price Proposal Evaluation**

**10 Points**

The price proposal evaluation will be objective. The price evaluation will be objective. The offeror with the lowest multiplier will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

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

**M.3.4 Preference Points (12 Points)**

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

**M.4 OPEN MARKET CLAUSES WITH 35% SBE SUBCONTRACTING SET-ASIDE (CONSTRUCTION)**

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

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", D.C. Law 16-33, effective October 20, 2005,

the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

**M.4.1.1**      General Preferences

**M.4.2.1**      **For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:**

**M.4.2.1.1**      Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;

**M.4.2.1.2**      Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;

**M.4.2.1.3**      Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;

**M.4.2.1.4**      Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;

**M.4.2.1.5**      Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

**M.4.2.1.6**      Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

**M.4.3**      Application of Preferences

**M.4.3.1**      The preferences shall be applicable to prime contractors as follows:

**M.4.3.1.1**      Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).

**M.4.3.1.2**      Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid

submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

**M.4.3.1.3** Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

**M.4.3.1.4** Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

**M.4.3.1.5** Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

**M.4.3.1.6** Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

#### **M.4.4 Maximum Preference Awarded**

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

#### **M.4.5 Preferences for Certified Joint Ventures**

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

**M.4.6 Vendor Submission for Preferences**

**M.4.6.1** Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

**M.4.6.1.1** Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

**M.4.6.1.2** Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

**M.4.6.1.2** 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, N.W., Suite 970N  
Washington, DC 20001

**M.4.6.1.3** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.4.7 Mandatory Subcontracting Requirement (Applicable to TOs \$250,000 and over)**

**M.4.7.1** At least 35% of the dollar value of this construction contract, excluding the cost of materials, goods, and supplies, shall be subcontracted to SBEs.

**M.4.7.2** If there are insufficient qualified SBEs to fulfill the subcontracting requirement of the preceding paragraph, 35% of the dollar value, excluding the cost of materials, goods, and supplies, shall be subcontracted to local, small, or disadvantaged business enterprises.

**M.4.7.3** For the purposes of paragraph M.X.6.1, purchases from SBEs that provide materials, goods, and supplies may apply to the 35% requirement.

**M.4.7.4** For the purposes of paragraph M.X.6.2, purchases from local, small, or disadvantaged business enterprises that provide materials, goods, and supplies may apply to the 35% requirement.

**M.4.8 LBE, SBE, or DBE Prime Contractor Performance Requirements**

**M.4.8.1** If an LBE, SBE, or DBE is selected as a prime contractor and is granted points or price reduction pursuant to the Act or is selected through a set-aside program

under the Act, that LBE, SBE, or DBE prime contractor shall perform at least 35% of the contracting effort, excluding the cost of materials, goods, and supplies, with its own organization and resources and, if it subcontracts, at least 35% of the subcontracted effort, excluding the cost of materials, goods, and supplies, shall be with LBEs, SBEs, or DBEs.

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

**M.4.9 Prime Contractor Performance Requirements Applicable to Joint Ventures**

- M.4.9.1** If a certified joint venture is selected as a prime contractor and is granted points or price reduction pursuant to the Act or is selected through a set-aside program under the Act, the LBE, SBE, or DBE partner of the joint venture shall perform at least 50% of the contracting effort, excluding the cost of materials, goods, and supplies, with its own organization and resources and, if the joint venture subcontracts, at least 35% of the subcontracted effort, excluding the cost of materials, goods, and supplies, shall be with LBEs, SBEs, or DBEs.

- M.4.9.2** If the total of the contracting effort, excluding the cost of materials, goods, and supplies, proposed to be performed by the LBE, SBE, or DBE is less than the amount required by the preceding paragraph, then the LBE, SBE, or DBE shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

**M.4.10 Performance Requirement for Contracts of \$1 Million or Less**

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

**M.4.11 Subcontracting Plan** (Applicable to TOs \$250,000 and over)

Any prime contractor responding to this solicitation shall submit, within 5 days of the contracting officer's request, a notarized statement detailing its subcontracting plan. Each subcontracting plan shall include the following:

- M.4.11.1** A description of the goods and services to be provided by the SBEs, or if insufficient qualified SBEs, then by SBEs, LBEs, or DBEs;
- M.4.11.2** A statement of the dollar value, by type of business enterprise, of the bid or proposal that pertains to the subcontracts to be performed by the SBEs, or if insufficient qualified SBEs, then by the SBEs, LBEs, or DBEs;

- M.4.11.3** The names and addresses of all proposed subcontractors who are SBEs, or if insufficient qualified SBEs, then who are SBEs, LBEs, or DBEs;
- M.4.11.4** 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.4.11.5** A description of the efforts the prime contractor will make to ensure that SBEs, or if insufficient SBEs, then SBEs, LBEs, or DBEs, will have an equitable opportunity to compete for subcontracts;
- M.4.11.6** 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.4.11.7** 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.4.11.8** List the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- M.4.11.9** A description of the prime contractor's recent effort to locate SBEs, or if insufficient SBEs, then SBEs, LBEs, or DBEs and to award subcontracts to them.
- M.4.11.10** **Enforcement and Penalties for Willful Breach of Subcontracting Plan**
- The willful breach by a contractor of a subcontracting plan for utilization of local, small, or disadvantaged businesses in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to local, small, or disadvantaged businesses, whichever is greater, for each such breach, failure, or falsified submission.