

 SOLICITATION, OFFER AND AWARD Construction, Design and Building Renovation Group	1. Solicitation No.: DCFA-2008-R-0124 Evidence Control and Property Facility	2.Type: <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)	3. Date Issued: February 22, 2008	Page 1 of 92
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4. Contract Number	5. Requisition/Purchase Request No.	6. <input checked="" type="checkbox"/> Open Market with set aside for LSDBE subcontracting (see Sec-M) <input type="checkbox"/> SBE Set-Aside (see Sec-B.2 & Sec-M) Mandatory 50% SBE subcontracting requirement in accordance with Section M.1.6
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7. Issued By: Construction, Design & Building Renovation Group Office of Contracting and Procurement 441- 4th Street, NW, Suite # 700-South Washington, DC 20001	8. Address Offer To: Office of Contracting and Procurement 441 4 th Street, NW, 700S Washington, D.C. 20009 www.evidencewarehouse.ocp.dc.gov
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9. For information contact:	A. Name: Sherry J. Quashie	B. Telephone (No collect calls) <table border="1" style="width: 100%;"> <tr> <td style="width: 33%;">(Area Code) 202</td> <td style="width: 33%;">(Number) 724-4755</td> <td style="width: 34%;">(Ext)</td> </tr> </table>	(Area Code) 202	(Number) 724-4755	(Ext)	C. E-mail Address Sherry.Quashie@dc.gov
(Area Code) 202	(Number) 724-4755	(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 7 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 March 24, 2008.**

(Hour) 2:00 PM (Date) March 24, 2007

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
• Schedule for Construction, Alterations, Repair, Price	---	Section - B, pages: 3-4
• Scope/OPM Specifications/Drawings	---	Section - C, page: 5-10
• Packaging and Markings	---	Section - D, page : 11
• Inspection and Acceptance	---	Section - E, page: 12
• Deliveries and Performances	---	Section - F, page: 13
• Contract Administration Data	---	Section- -G, pages: 14-37
• Special Contract Requirements	---	Section - H, pages: 38-44
• Contract Clauses	---	Section - I, pages: 45-58
• List of Attachments	---	Section - J, page: 59
• Representations, Certifications and other statements Of Bidders	---	Section - K, pages: 60-73
• Instructions, Conditions and other Notices to Bidders	---	Section - L, pages: 74-81
• Evaluation Factors for Award	---	Section - M, pages: 82-86
• The Standard Contract Provisions For Use With Specifications for District of Columbia Government Construction Projects, revised January 2007		Attachment J.1.A

12. The Contractor shall begin performance and complete all the work within 540 calendar days from the date specified in the written

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 no

14. Additional Solicitation Considerations

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

Government of the District of Columbia

Office of Contracting and Procurement

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

SECTION B: PRICING

B.1 The District of Columbia Government, Office of Contracting and Procurement (**OCP**), on behalf of the District of Columbia Office of Property Management (**OPM**) and the Metropolitan Police Department (**MPD**), is seeking qualified contractor to perform the design, permitting, site preparation, construction and commissioning of a new state-of-the-art Evidence Control and Storage Facility to be located at 27XX Martin Luther King Jr. Ave, S.E. of Washington D.C., on the St. Elizabeth’s Hospital East Campus.

B.2 Designation of Solicitation for the Open Market with 50% Small Business Enterprise Subcontracting Set-Aside

This Request for Proposal (RFP) is designated for the OPEN MARKET WITH 50% SUBCONTRACTING SET-ASIDE for certified small business enterprise (SBE) offerors only under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005” as amended.

Certified local, small or disadvantaged business enterprise including SBE’s must be certified in the procurement category of Building Construction (General Construction, etc) in order for subcontracting set-aside on this solicitation.

B.3. The District contemplates award of a firm fixed-price contract. The estimated price range for this requirement is between \$12,000,000 and \$15,000,000.00.

B.4 CONSTRUCTION COST BREAKDOWN

Provide below the breakdown of the proposed lump sum price for the Evidence Control and Property Facility (ECPF) using the following format. The Contractor will have line item flexibility (i.e., the Contractor may use cost savings with respect to any line item to offset cost overruns in any other line items, except that no amounts may be reallocated to the Contractor’s Fee, the A/E or the General Contractor’s Fee without the consent of the District.).

PRICING DATA

Construction Cost Breakdown	Total
<i>Hard Costs:</i>	
Construction Costs	
Division 01 - General Requirements/General Conditions	
Division 02 - Existing Conditions	
Division 03 - Concrete	
Division 04 - Masonry	
Division 05 - Metals	
Division 06 - Woods, Plastics and Composites	
Division 07 - Thermal and Moisture Protection (including Roofing)	
Division 08 - Doors and Windows	
Division 09 - Finishes	
Division 10 - Specialties	
Division 11 - Equipment	
Division 12 - Furnishings	
Division 13 - Special Construction	
Division 14 - Conveying Systems	
Division 21 - Fire Suppression	
Division 22 - Plumbing	
Division 23 - Heating, Ventilation and Air Conditioning	

Construction Cost Breakdown	Total
Division 26 - Electrical	
Division 27 - Communications	
Division 28 - Electronic Safety and Security	
Division 31 - Earthwork	
Division 32 - Exterior Improvements, including Landscape	
Division 33 - Utilities	
Division 34 - Transportation	
Commissioning	
Others (including environmental abatement)	
1. Permits and other regulatory fees	
2. Builders Risk Insurance	
3. Liability Insurance	
4. Other Insurance	
5. Bonds	
Subtotal – Hard Costs	
<i>Soft Costs:</i>	
Architectural and Engineering Fees	
Project Management and Supervision	
Travel	
Legal	
Consultants	
Other	
Subtotal – Soft Costs	
<i>Allowances:</i>	
Contingency Allowance	
Land Use Attorney for Land Development	\$25,000
Subtotal – Allowances	
Total	

SECTION C: SPECIFICATIONS/WORK STATEMENT**C.1 SCOPE**

The District of Columbia Government, Office of Contracting and Procurement (**OCP**), on behalf of the District of Columbia Office of Property Management (**OPM**) and the Metropolitan Police Department (**MPD**), is seeking a qualified Contractor to perform the design, permitting, site preparation, construction and commissioning of a new state-of-the-art Evidence Control and Property Facility (**ECPF**) to be located at 2700 Martin Luther King Jr. Ave, S.E. of Washington D.C., on the St. Elizabeth's Hospital East Campus.

C.1.1

Design and construction of the **ECPF** shall be in accordance with the specific relevant sections of this RFP and the Contract. The Contractor shall furnish design and construction services and to carry out the design and construction of the ECPF in an expeditious and economical manner consistent with the interests of the District OF Columbia Government. In performing its duties under this **ECPF** Design/Build Contract, the Contractor shall at all times use the standard of care used by Contractors that design and construct secured warehouse and storage facility projects in the District of Columbia.

C.2 APPLICABLE DOCUMENTS

The scope of services to be provided by the Contractor is further defined by the following Orders and documents, all of which are hereby attached and incorporated by reference, that define the duties and responsibilities of any **MPD** employee who takes part in the collection, storage, security, release and disposal of property.

- A.** General Order 601.1 (Change Number 1), dated April 30, 1992, titled: Recording, Handling and Disposition of Property Coming into the Custody of the Department
- B.** SOP ECB 03-04, dated April 29, 2003, titled: Mobile Evidence Control Unit Property Retrieval Procedures.
- C.** SOP ECD 01-04, dated December 12, 2001, titled: Mobile Evidence Control Unit Property Retrieval Procedures
- D.** SOP ECD 02-04, dated July 22, 2002, titled: Property Viewings.
- E.** SOP ECB 02-03, dated May 22, 2002, titled: Court Ordered Release of Civil Forfeiture Funds
- F.** SOP ECD 01-02, dated August 23, 2001, titled: Expurgation Process.
- G.** SOP ECD 01-01, dated August 1, 2001, titled: Auction Process
- H.** Special Order 00-17, dated October 16, 2000, titled: Procedures for Handling Seized Monies
- I.** SOP, dated October 1, 2005, titled: Corporate Support Group General Support Services Division Evidence Control Branch Internet Disposition Administrative Process
- J.** SOP ECD 02-01, dated February 1, 2002, titled: Conversion and Auction of Vehicles by Civil Forfeiture
- K.** SOP 06-01, dated December 20, 2006, titled: Standard Operating Procedures for Holding Facilities
- L.** Special Order 06-03, dated March 29, 2006, titled: Records Retention and Evidence Preservation (Millicent Allewelt Act of 2004)
- M.** Property Division Memorandum, undated, titled: PCB Purge Procedures
- N.** Evidence Control Branch Memorandum, dated August 13, 2002, titled: Audit of Operational Procedures Regarding Property Viewings
- O.** Northern Gateway Development
- P.** Living Wage Act of 2006 Fact Sheet and Notice
- Q.** Evidence Controls Systems, Inc, dated June 2007, titled: Evidence Control Branch – Review and Assessment.
- R.** McClaren, Wilson & Lawrie, Inc, dated October 1, 2002, titled: The District of Columbia, Metropolitan Police Department, Evidence and Uniform/Equipment Facility Space Needs Assessment.

C.3 Explanation of Acronyms

The following explanation of acronyms is applicable to this RFP:

MPD – Metropolitan Police Department
ECPF - Evidence Control and Property Facility
ECU – Evidence Control Unit
ESU – Equipment Supply Unit
OPM – Office of Property Management
OCP – Office of Contracts & Procurement
FMD – Facilities Management Division
NTP – Notice To Proceed
ENP – Exclusive Negotiating Privilege
ADA – American with Disabilities Act
RFP - Request For Proposal
LSDBE – Local, Small, Disadvantaged, Business Enterprises
CMU- Concrete Masonry Unit
MCL – Mobile Crime Lab

C.4 PROJECT BACKGROUND

In 2002, the **MPD** began to assess the physical needs of the Evidence Control Unit (**ECU**) and the Equipment Supply Unit (**ESU**) so that it could effectively perform its responsibility of the intake, packaging, accountability, storage, and disposition of property and evidence. The Facilities Management Division (**FMD**) of the **MPD** secured the services of McClaren, Wilson, & Lawrie, Inc., to assess the needs of the **ECU and ESU**. This resulted in a report which summarized the space needs of a new facility. In 2007, **FMD** secured the services of Evidence Control Systems, Inc, to perform a review of the internal policy and procedures related to the storage and disposition of property and evidence, as well as advising **MPD** on the components needed in a new, state-of-the-art facility. Equipped with the information provided from the reports, and after consultation with the leadership that administer the current **ECU and ESU** facilities, **MPD** decided on the location of the new facility and is seeking to award a Design-Build contract for the design, permitting, site preparation, construction and commissioning of a new ECPF.

C.5 DESIGN REQUIREMENTS

The **MPD** mandates that the design and construction of the new **ECPF** facility must meet the following minimum standards:

C.5.1 FACILITY

The new facility must encompass 100,000 GSF. (80,000 SF dedicated to **ECU**; 10,000 SF dedicated to **ESU**; 10,000 SF of shared space that will serve as associated office, support, and locker room spaces.) The new facility must provide a total of 50,000 GSF for parking. (45,000 SF secured parking and 5,000 SF of visitor parking). The facility will have separate entrance points for both the **ECU & ESU** as described in greater detail below.

The new facility must be built out of one of the following structures: Reinforced concrete, possibly “tilt-up” CMU, or, steel, or a combination of all. The foundations of the new facility must be built so that future vertical expansion is possible.

C.5.2 HIGH BAY/LOADING DOCK

The new facility must be a high bay facility that would allow direct access from unloading of the service and transport vehicles directly into facility. The loading dock that will service the **ECU** will have a minimum of three bays that could accommodate at least two (2) Mobile Crime Labs (**MCL**) and a 18-Wheeler simultaneously. The

loading dock that will service the **ESU** will have a minimum of two bays that could accommodate at least one (1) 18-Wheeler and semi-truck simultaneously. This loading dock should allow for the private materials transfers out of the view of the public.

C.5.3 SECURE PARKING

The new facility must provide a pad area within the secure parking zone for an 18-wheeler or semi-truck and trailer holding area. The new facility must allot a secure space adjacent to the loading dock that will be used by **ECU** staff to prepare items for disposition. The new facility must also have an area designated for the parking and maintenance of a high bay fork lift with enough space for the staging of propane tanks or an area charging of the battery back up.

C.5.4 FORCE PROTECTION

Force Protection (Physical Security) measures must be incorporated into the design including but not limited to digital CCTV system, intrusion alarms, motion detectors, access control and monitoring systems. Standoff distances from roads and public parking areas should also be considered.

C.5.5 SECURED STORAGE VAULTS

The **ECU** must have at least five (5) secured storage vaults. These vaults should have the ability to regulate the temperature and humidity within their space and must be able to store the following materials: Narcotics, DNA related evidence, Weapons & Ammunitions, Currency & Valuable metals (jewelry), and a Hazardous Material area.

- C.5.5.1** Narcotics Vault – Provide a vault, no less than 1,000 SF with separate HVAC system that must provide 100% “outside air” and not mix a “return air” with the air in the rest of the facility.
- C.5.5.2** DNA Storage – Provide a vault, no less that 200 SF, with a refrigerated storage capability via commercial walk-in unit. Accessibility for maintenance & repair should be considered when locating in new facility.
- C.5.5.3** Firearms Vault – Provide a vault, with the appropriate storage system, that is no less than 2,000 SF.
- C.5.5.4** Provide a cash/valuables vault that is no less than 200 SF. (Vault to be MMV modular vault system by Custom Vault Corporation (or equal).
- C.5.5.5** Hazardous Material Area - The new facility must incorporate an interior area for storage of “flash bangs” and flares and/or other combustibles in a dry environment with adjacency to an exterior wall to allow for blow out panels and blast relief.

C.5.6 FIRE SUPPRESSION

The new facility must have both a dry and wet fire suppression system.

C.5.7 STORAGE

The new facility must include a variety of storage options whose exact specification and quantity will be defined at **Design Development (DD)**. The type of storage options that the Contractor should include in their proposal, should include but not be limited to: Automated Evidence Storage, High Density Shelving, 4- Post Shelving Systems, and Personnel Duty Lockers. An allowance for the purchase and installation of such storage technology should be specified in contractor’s response.

C.5.8 LOBBY**C.5.8.1 Evidence Control Unit Lobby**

The design of the new **ECU** facility must provide a public lobby that has a professional, businesslike appearance to visitors. The lobby should include:

- C.5.8.1.1** The design of the **ECU** lobby must provide for easy access to the public who will be visiting the facility to pick up property.
- C.5.8.1.2** It must be planned to provide the necessary degree of security for transactions between the public and the **MPD** serving staff.
- C.5.8.1.3** Customer Service counters must be at standing and **ADA** heights.
- C.5.8.1.4** Public restroom rooms must be provided for both genders.
- C.5.8.1.5** Practical flooring in the lobby must be easily maintainable and provide an all-weather, non-slip surface.
- C.5.8.1.6** Simple, durable seating that is heavy enough or is fixed to the floor to discourage or prevent movement by visitors should be provided in the lobby.
- C.5.8.1.7** Include a telephone station in the lobby or nearby and accessible from the lobby.
- C.5.8.1.8** the new facility must provide a glass-enclosed security room in view of the lobby with monitor and controller to see/control all security camera views of both interior and exterior cameras.
- C.5.8.1.9** Plan for a specially-designed front counter for the customer service staff. The counter needs a concealed duress alarm and provisions for a computer. While the counter should be inviting and approachable, it should nonetheless be equipped with bullet-proof glass in a “speak-around” or “speak-through” configuration such as that seen in banks.
- C.5.8.1.10** The design of the **ECU** lobby must provide three (3) vestibule, pass-through rooms for property/evidence return. Equip rooms with bullet-resistant window, **ADA**-compliant counter, deal tray for paperwork, and a rotary pass-through for smaller return items. One room will need to be larger than the others for return of large items that will not fit through a rotary pass-through.
- C.5.8.1.11** The design of the lobby must provide all evidence return rooms with the ability to remotely lock the room in the event an outstanding warrant has been issued for an evidence return recipient.

C.5.8.2 Evidence Supply Unit Lobby

The design of the new **ESU** facility must provide a public lobby that has a professional, businesslike appearance to visitors. The lobby should include:

- C.5.8.2.1** Customer Service counters must be at standing and **ADA** heights.
- C.5.8.2.2** Customer Service counters must have the ability to secure paper filing cabinets beneath them.
- C.5.8.2.3** Customer Service counter must have the ability to stage at minimum two (2) desktops and one (1) laser printer/copier.
- C.5.8.2.4** Public restroom rooms must be provided for both genders.
- C.5.8.2.5** Practical flooring in the lobby must be easily maintainable and provide an all-weather, non-slip surface.
- C.5.8.2.6** Simple, durable seating that is heavy enough (or is fixed to the floor) to discourage (or prevent) movement by visitors should be provided in the lobby.
- C.5.8.2.7** The lobby should contain a separate changing area with mirrors with at least (2) stalls.

C.5.9 OFFICE SPACE**C.5.9.1 Evidence Control Unit Office Space**

The design of the new **ECU** office space must provide a functional and professional work environment for its employees. The office space of the **ECU** should include:

- C.5.9.1.1** The secure work environment that will provide enough office/administrative/support spaces for approximately 55 employees.
- C.5.9.1.2** The office area should include at least three (3) private offices of about 250 SF each. Each private office should have a secured closet.
- C.5.9.1.3** One of the private offices should have an auxiliary conference room.
- C.5.9.1.4** The design of the office and workstation areas must result in direct view of the operations in the evidence area, the cash vault, the drug vault, and the gun vault.

C.5.9.2 Evidence Supply Unit Office Space

The design of the new **ESU** office space must provide a functional and professional work environment for its employees. The office space of the **ESU** should include:

- C.5.9.2.1** The secure work environment that will provide enough office/administrative/support spaces for approximately 20 employees.
- C.5.9.2.2** The office area should include at least two (2) private offices of about 250 SF each. Each private office should have a secured closet.
- C.5.9.2.3** One of the private offices should have an auxiliary conference room.

C.5.10 SHARED SUPPORT SPACE

The design of the new **ECPF** should include the following elements in addition to the offices mentioned in Section 5.10 that will be shared between **ECU & ESU**:

- C.9.9.3.1** Locker rooms for men and women with shower rooms. Allow for large (2' wide by 2' deep full height fully-ventilated lockers. Provide forced air through lockers. Adequate ventilation in locker rooms is critical.
- C.5.9.3.2** Two private dressing stalls in each locker room for officers.
- C.5.9.3.3** A fitness room adjacent to the locker rooms
- C.5.9.3.4** Secure file rooms (two) of about 400 SF and 200 SF
- C.5.9.3.5** Copy/workroom
- C.5.9.3.6** Kitchenette/lunchroom
- C.5.9.3.7** Training room/Roll Call Room about 400 SF
- C.5.9.3.8** Conference room about 200 SF
- C.9.9.3.9** A separate space for noisy office equipment copiers, shredders, etc.

C.5.11 ADDITIONAL REQUIREMENTS

The design of the new facility must include the following considerations:

- C.10.1.1** The design of the new facility must incorporate secure offices and administrative areas from corridor(s).
- C.10.1.2** Provide secure storage space for high value bicycles and similar non-motorized vehicles and items approximately 1,000 SF.
- C.10.1.3** The new facility will require a minimum "LEED" certification of Silver

- C.10.1.4** The A/E will be required to study the efficiencies of LED lighting systems vs. conventional.
- C.10.1.5** The A/E will be required to study the possibility of bringing 480V power to the site vs. the traditional 120/240V.
- C.10.1.6** The new facility will share similar architectural characteristics with the new structures in proximity on site.

C.6 REQUIREMENTS AND CONSIDERATIONS

C.6.1 ZONING

It is the responsibility of the Contractor to engage a reputable “Land-Use Attorney” to confirm that the project can be built under the current zoning status. If it is determined that the zoning for the proposed site needs to be amended, the Contractor, at its sole expense, should expect to retain a reputable “Land-Use Attorney” to seek the necessary changes in zoning to implement the project.

C.6.2 DESIGN GUIDELINES/OCTO TECHNOLOGY DESIGN STANDARDS

The design of the **ECPF** shall also provide for telephony and data communications in compliance with the technology standards established by the Office of the Chief Technology Officer (**OCTO**) of the District. **OCTO** of the District shall be given an opportunity to review and approve applicable building design items before they are implemented as part of the ECPF. The full **OCTO** Technology Design Standards are attached to this document as “Attachment J.1.R”

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 be limited to:
- D.1.2.1** Minimum exposure to weather during delivery.
 - D.1.2.2** Storage off ground in dry, well-ventilated spaces.
 - D.1.2.3** Covering, as necessary, for adequate protection from soiling and wetting.
- D.1.3** The Contractor shall provide storage methods that will facilitate inspection and testing before and during the use as follows:
- D.1.3.1** Space for storage of materials and equipment will be approved by the District's Inspector (see Paragraph G.21).
 - D.1.3.2** The Contractor shall not occupy more space at the site than is absolutely necessary for proper execution of the work.

SECTION E:**E.1 INSPECTION:**

The inspection and acceptance requirements for the resultant contract will be governed by Article 11 of the General Provision of the Standard Contract Provisions For Use With specifications for District of Columbia Government Construction Projects, Revised January 2007 and incorporated herein as [Attachment J.1.A.](#)

E.2 PARTIAL ACCEPTANCE:

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

E.2.2 Partial acceptance shall not preclude liquidated damages for failure to complete the contract within the required time limits established under TIME FOR COMPLETION in Section F.1.

E.3 FINAL INSPECTION:

E.3.1 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 verify in writing that in the Contractor's best judgment no deficiencies exist.

E.3.2 The Contractor, COTR and District Inspector shall jointly prepare a Punch List of deficiencies found on final inspection that does not prevent the building or area(s) within the building from being occupied. The Contractor shall correct the deficiencies within (30) days after the building or area(s) within the building has been occupied and submit to the COTR a report of the corrections as a condition of final acceptance.

SECTION F: DELIVERIES OR PERFORMANCE**F.1 TIME OF COMPLETION**

The Contractor shall commence work within 10 calendar days of the date specified in the written notice to proceed (NTP) signed and issued by the Contracting Officer and shall complete all work within 540 calendar days from the date specified in the NTP.

F.2 DELIVERABLES:

- F.2.1** The Contractor shall prepare and submit to the COTR, as a deliverable, the Summary of Progress Payment Breakdown Form, Progress Payment Request Form and Schedule of Values Form. (Refer to G.4.2).
- F.2.2** The Contractor shall submit to the COTR a complete list of all samples, catalogue cuts and shop drawings. (Refer to H.4)
- F.2.3** The Contractor shall submit all the schedules and reports for approval to the COTR. (Refer to G.4.3).
- F.2.4** Prior to final acceptance of the project, the Contractor shall submit to the COTR three (3) copies of operation manuals or instruction manuals for each piece of equipment, mechanical or electrical system.
- F.2.5** The Contractor shall submit to the District, as a deliverable, the report described in section G.34 of this contract that is required by the 51% District Residents New Hires Requirement and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid. (Refer to G.34).
- F.2.6** The Contractor shall provide a punch list of items found incomplete at the final inspection that does not prevent the facility from being utilized. The items identified in the punch list must be completed within one (1) month after facility has been occupied.

SECTION G : CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT:

- G.1.1** The District will make progress payments (refer to G.4) to the Contractor, upon the submission of proper invoices, based on the approved Critical Path Method (CPM) schedule as described in Section G.14 of this document, only for the percentage of work or services actually performed or completed during the subject period and accepted by the District, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL:

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in triplicate and submitted to the COTR specified in Section G.2 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 on the approved CPM schedule;
 - 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 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT:

- G.3.1** For contracts subject to the 51% District Residents New Hires Requirement and First Source Employment Agreement, final request for payment must be accompanied by the report or a waiver of compliance.
- G.3.2** The CFO shall not make final payment to the Contractor until the CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirement and First Source Employment Agreement

G.4 METHOD OF PAYMENT:

G.4.1 The District will utilize the progress payment method under this contract, and will make progress payments when all of the following conditions are satisfied:

G.4.1.1 The portion of the service provided by the Contractor is accepted by the District;

G.4.1.2 The work on the specific contract activity as identified in the approved CPM Schedule, for which the progress payment is requested, is 100 % complete;

G.4.1.3 The Contractor submits the invoice as describe in G.1 for the progress payment.

G.4.2 The COTR will furnish to the Contractor, the following forms:

G.4.2.1 Summary of Progress Payment Breakdown Form;

G.4.2.2 Progress Payment Request Form;

G.4.2.3 Schedule of Values Form.

G.4.3 The Contractor shall prepare and deliver to the COTR for approval:

G.4.3.1 Original and a copy of completed Summary of Progress Payment Breakdown Form within fourteen (14) days after issuance of written NTP and prior to submission of first progress payment request. This detailed estimate of costs shall include a breakdown of costs for all items of work that will be performed under the contract with total amount equal to the lump sum price under Section B.4.

G.4.3.2 Original and a copy of the signed (by the authorized representative of the Contractor) Progress Payment Request Form on or before the twenty-fifth (25th) day of each month during progress of the work. The COTR will direct the progress payment to be made based on the actual work performed based on the COTR's approval of the Schedule of Values. This approval will include only those fractions of work which have been completed and duly accepted by COTR. COTR's acceptance signature on the form is mandatory.

G.4.3.3 Copy of the Schedule of Values pre-approved by the COTR with invoice.

G.4.4 Materials and equipment payments:

G.4.34.1 The District will pay for the materials, equipment and associated components delivered to the jobsite or stored on the site, until they are satisfactorily incorporated into the completed work, at 100% of their invoiced value from the manufacturer or supplier as approved by the COTR. The Contractor shall properly store and protect all the materials and equipment and ensure that all materials and equipment are in compliance with the submittals approved by the COTR.

G.4.3.4.2 The District will pay the Contractor 75% of the invoiced value for materials, equipment and associated components stored off-site in a bonded warehouse within a twenty-five (25) mile radius of the jobsite. Payment will be subject to the following documentation accompanying the payment request:

G.4.3.4.3 A certified statement giving the exact location of the materials or equipment, that such material or equipment is properly stored and protected meeting the approval of COTR and is consigned to the District of Columbia Government; that the materials and equipment

will not be diverted for use or installation at a different project, and that they are subject to inventory and inspection by the COTR.

- G.4.3.4.4** A valid invoice or bill of sale indicating the unit quantity, description of the material or equipment and its costs as defined in Section G.4.4.1 and G.4.4.2.
- G.4.3.4.5** A certificate of insurance of a bonded warehouse, in the even the materials/equipment is stored off-site.
- G.4.3.4.6** Before approval of the CPM schedule, the District may make two (2) initial monthly payments under this contract for the work performed during the first sixty (60) days following the NTP, following the COTR's partial acceptance of the work in writing in accordance with Paragraph E.2. In the event that the District elects to proceed in this manner, the following shall apply:
- G.4.3.4.7** The District will not make any additional payments until the final CPM schedule is approved by COTR.
- G.4.3.4.8** The District will not make progress payments for all other activities until the final CPM schedule is approved and distributed by the COTR.

G.4.4 The COTR will use the CPM Schedule approved and updated as provided in subsection G.15 as the basis upon which to estimate successive progress payments to be made.

G.5 ASSIGNMENTS:

- G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- G.5.2.** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3** Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.6 THE QUICK PAYMENT CLAUSE:

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made _____ on or before:

G.6.1.1.1 the 3rd day after the required payment date for meat or a meat product;

G.6.1.1.2 the 5th day after the required payment date for an agricultural commodity; or

G.6.1.1.3 the 15th day after the required payment date for any other item.

G.6.1.1.4 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

G.6.2.1.1 Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or

G.6.2.1.2 Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

G.6.2.2.1 the 3rd day after the required payment date for meat or a meat product;

G.6.2.2.2 the 5th day after the required payment date for an agricultural commodity; or

G.6.2.2.3 the 15th day after the required payment date for any other item.

G.6.2.3 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.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 Contractor Obligation to Flow Down Interest Provision

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

G.7 CONTRACTING OFFICER (CO):

In accordance with 27 DCMR 1200.1 contracts may be entered into and signed on behalf of the District Government only by CO. The address and telephone number of the CO is:

Karen M. Hester
Office of Contracting and Procurement
Construction, Design and Building Renovation Group
441- 4th Street, N.W., Suite 700-South
Washington, D.C. 20001

G.8 AUTHORIZED CHANGES BY THE CO:

G.8.1 In accordance with Article 3 of the Standard Contract Provisions For Use With District of Columbia Government Construction Projects, Revised January 2007, the CO is the only person authorized to approve changes to any of the requirements of the contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

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

G.9.1 The COTR is responsible for the technical administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as specified in writing by the CO. The COTR for this contract is:

LaNilta Taylor, Project Manager
Capital Construction Services Administration
Office of Property Managementt
2000 14th Street, N. W., 5th Floor
Washington, D. C. 20009
Tel: 202-671-2343

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

G.9.3 Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the CO, and may be denied compensation or other relief for any additional work performed that is not authorized by the CO in writing. In addition, Contractor may also be required at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.10 STOPPAGE OF WORK:

If the Contractor fails to abide by any, or all, of the provisions of the contract, the CO reserves the right to stop all the work, or any portion thereof, affected by the Contractor's failure to comply with the contract requirements. This stoppage will remain in effect until the Contractor has taken action to meet the contract requirements, or any separable part thereof. 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 Construction Projects, Revised January 2007.

G.11 SUBCONTRACTS:

- G.11.1** Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Government of the District of Columbia.
- G.11.2** The divisions or sections of the OPM specifications are not intended to control the Contractor in dividing the work among the subcontractors or to limit the work performed by any trade.
- G.11.3** The Contractor shall be as fully responsible to the Government of the District of Columbia for the acts and omissions of subcontractor and of persons employed by them as he is for the acts and omissions of persons directly employed by him.
- G.11.4** The Contractor shall coordinate the trades, subcontractor and material persons engaged upon his work.
- G.11.5** The Contractor shall, without additional expense to the Government of the District of Columbia, utilize the services of specialty subcontractors for those parts of the work which are specified to be performed by specialty subcontractors.
- G.11.6** The Government of the District of Columbia will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.
- G.11.2** The Contractor shall not subcontract any portion of the contract except with the prior written consent of the CO, or his authorized representatives, and such consent, when given, shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Request(s) for permission to subcontract any portion of the contract shall be in writing and accompanied by: (a) a showing that the organization which will perform the work is particularly experienced and equipped for such work, and (b) an assurance by the Contractor that the Labor Standards Provisions set forth in this contract shall apply to labor performed on all work encompassed by the request(s). The request(s) also shall provide the following information:
- G.11.2.1** Subcontractors name, address, telephone number, and Federal Social Security Number used on the Employers Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- G.11.2.2** Estimated dollar amount of the subcontract.
- G.11.2.3** Estimated starting and completion dates of the subcontract.
- G.11.2.4** The subcontractor approval request form included herein should be used to request approval of subcontractor on this project. The form should be completed for each subcontractor requested for approval and submitted to the CO. Copies of these forms are available upon request from the COTR.
- G.11.3** Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

G.12 USE OF PREMISES:

- G.12.1** If the Contractor considers it necessary to perform any work after the regular working hours on Saturdays, Sundays or legal holidays, the Contractor shall perform this work without any additional expense to the Government of the District of Columbia.
- G.12.2** The Contractor shall use only such entrances to the work area as designated by the COTR.
- G.12.3** Once the installation work is started, the Contractor shall complete the work as rapidly as possible and without unnecessary delay.
- G.12.4** The Contractor shall occupy only such portions of the premises as required for proper execution of the contract.
- G.12.5** The Contractor shall perform all the work in such a manner as to cause minimum annoyance or noises and disturbances to occupants of adjacent premises and interference with normal traffic.
- G.12.6** The Contractor shall keep gates locked to maintain security into work area dictated by the existing job conditions of such nature as to prevent:
- G.12.6.1** Entry of work areas by unauthorized persons;
- G.12.6.2** Removal of Government property and supplies.
- G.12.7** The Contractor shall not load or permit the loading of any part of any structure to such an extent as to endanger its safety.
- G.12.8** 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 Government of the District of Columbia and/or Washington Metropolitan Area Transit Authority (WMATA) business.
- G.12.9** The normal construction work-week will be Monday through Friday, 7:00 am to 7:00 pm, and if required by the schedule, Saturday 7:00am to 7:00pm. All trucks for normal delivery of equipment, construction or other use will operate on the ECPF Site only during the foregoing hours and days of the week. During certain phases of construction, overtime hours after 7:00 pm, but not later than 11:00 pm or before 7:00 am, may be allowed at the sole discretion of the District.

G.13 PATENTS:

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

G.14 SAFETY PRECAUTIONS:

- G.14.1** The Contractor shall perform all site, plant and construction work in strict accordance with the Safety Standards of the District of Columbia and the U.S. Occupational Safety and Health Act of 1970 and the D.C. Occupational Safety and Health Act of 1988, D.C. Official Code § 32-1101 et seq. and 1-620.01 et seq.
- G.14.2** The Contractor or his representative shall be thoroughly familiar with these standards and have copies of same available at the project site at all times.

- G.14.3** Operators of explosive-actuated tools shall have a training certificate, as required by the Safety Code, in their possession.
- G.14.4** The Contractor shall be responsible for providing and installing adequate temporary shoring or bracing for all walls, slabs and like constructions until such items attain their design, strength, and stability.
- G.14.5** The Government, its officers, agents, servants, and employees shall not be held liable for any property damages or physical harm resulting from inadequate protection.
- G.14.6** Prior to execution of shoring and/or bracing, the Contractor shall submit details and calculations for shoring and/or bracing designs for the COTR's review and concurrence.
- G.14.7** The Contractor shall exercise special precautions to prevent use of or access to the Contractor's materials, equipment or tools and entry into the Contractor's work areas by non-authorized personnel.
- G.14.8** A Contractor's attendant shall be present at all times when bituminous kettles are in operation to prevent the public from coming in contact with the kettles.
- G.14.9** The Contractor shall remove each kettle as soon as its use is complete.
- G.14.10** The Contractor shall chute or hoist to the ground any and all the materials being removed from the roof areas or any upper floor.
- G.14.11** The Contractor shall not permit any live wires to be left exposed and unguarded, including open panel boards.
- G.14.12** The Contractor shall cover all open trenches during hours when work is not being executed, as required for protection of the public.
- G.15** **PROGRESS SCHEDULE:**
- G.15.1** The Contractor shall submit to the COTR, not later than ten (10) days after official NTP has been issued, one (1) reproducible print plus three (3) copies of an initial Critical Path Method (CPM) schedule diagram plus three copies of computer reports and the narrative for the first 90 days of all the contract activities. Then, within 30 days after the NTP, the Contractor shall submit one (1) reproducible print plus three (3) copies of a complete CPM schedule and narrative for all the contract activities and three copies of computer printout. The Contractor shall submit all the CPM schedules and reports for approval by the COTR, and all schedules and reports must conform to the following minimum requirements:
- G.15.1.1** 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.
- G.15.2** Include in each CPM schedule the following details and format:
- G.15.2.1** 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.
- G.15.2.2** Each field work activity shall have a maximum duration of 20 workdays.

- G.15.2.3** 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.
- G.15.2.4** All computer reports shall include “I-J”, “J-I”, and “Total-Float” sorts for all the activities, without any masking or plugging of any dates (except NTP and contract milestones). The computer reports shall be submitted in hard-copy plus soft form of read/write CDs giving all the activity data and schedules.
- G.15.3** Monthly Progress Updates and Reports:
- G.15.4.1** The Contractor shall submit monthly update by the 25th of each month and the same shall include a narrative and three copies of “I-J”, “J-I” and “Total-Float” computer printouts plus read/write CD’s of all the activity data and schedules. These reports shall include the actual start, percent complete or finish dates for each activity, as mutually agreed with the COTR plus any approved logic changes.
- G.15.4.2** 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.
- G.15.5** The Contractor shall complete all work within the time specified under F.1 Time of Completion, 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.
- G.16** **GUARANTEE OF WORK:**
- G.16.1** The Contractor guarantees, for a period of one (1) year after date of acceptance for occupancy as established in the District’s written notification, to repair or replace any work in which any defects in material or workmanship appear within said period and to repair or replace any and all work damaged by reasons thereof, to the satisfaction of the COTR and without cost to the District of Columbia.
- G.16.2** In any case where in fulfilling the requirements of the contract or any guarantee, embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition comparable to its original condition and guarantee such restored work to the same extent as it was guaranteed under such other contracts.
- G.16.3** Upon the Contractor’s failure to proceed promptly to comply with the terms of any guarantee under the contract or still running upon work originally executed by other Contractors, the District of Columbia may (1) either have such work performed as the CO deems necessary to fulfill such guarantee, or (2) allow all such damaged or defective work to remain in such unsatisfactory condition; provided that the Contractor shall promptly pay the District of Columbia the sum estimated by the CO under the provision of (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 Government of the District of Columbia.
- G.16.4** Special guarantee: The Contractor shall provide a written guarantee of the following for the extended periods and to the extent stated below:
- G.16.4.1** Guarantee buried tanks for five (5) years against deterioration to the point of failure and against structural failure due to improper installation procedures.

- G.16.4.2** 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.
- G.16.4.3** Secure guarantee of built-up roof and flashing systems for ten (10) years by the manufacturer of the roofing material.
- G.16.5** 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.
- G.16.6** The Contractor shall transfer to the District, upon Substantial Completion, all warranties including warranties provided by manufacturers of equipment and building systems. The Contractor shall organize warranty documents into an orderly sequence. Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of obligations under requirements of the ECPF Contract.
- G.16.7** Payment of any progress payment or final payment shall not constitute acceptance of Work that is defective or otherwise fails to conform to the requirements of the Contract Documents, or a waiver of any rights or remedies the District may have with respect to defective or nonconforming Work.
- G.17** **PROTECTION:**
- G.17.1** The Contractor shall protect existing public and private property including but not limited to sidewalks, pavements, landscaping, from damage using methods approved by COTR such as planking, covering, temporary cement curbs, and shall be responsible for replacement of items that are damaged by work under this contract. The Contractor shall repair or replace damages to sidewalks, curbs, streets, public property and public utilities as directed by the COTR in accordance with standards of the agency having jurisdiction over the damaged property. The COTR will not permit grouting of cracks in sidewalks and driveways. The Contractor shall replace cracked slabs.
- G.17.2** The Contractor shall be responsible for personal injury to workmen and the public and shall indemnify and hold the District harmless for any such injuries that are incurred during the performance of this contract.
- G.17.3** The installation of fences, barricades or site protection shall not be interpreted as making the District a party to, liable for, or relieving the Contractor of:
- G.17.3.1** The Contractor's responsibility for materials delivered and work performed until completion and final acceptance;
- G.17.3.2** 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
- G.17.3.3** The Contractor's responsibility to protect existing public and private property.
- G.17.4** Site Protection:
- G.17.4.1** Watchperson:

G.17.4.1.1 The Contractor shall employ watchpersons to safeguard the site.

G.17.4.1.2 The watchpersons shall be employed and on site during all periods in which the Contractor's employees are not performing actual site work.

G.17.5 Lights:

G.17.5.1 Illumination of the worksite during non-daylight hours is required of the Contractor at the Contractor's expense.

G.18 **UNDERGROUND SERVICES:**

G.18.1 **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.

G.18.2 **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.

G.19 **EXISTING CONDITIONS:**

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

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

G.20 **EROSION AND POLLUTION CONTROL:**

G.20.1 The Contractor shall provide erosion control facilities as approved and as required for fulfilling the requirements of Health Regulations of the District of Columbia.

G.20.2 The Contractor shall take such measures, as determined to be adequate in the opinion of the CO, which will prevent soil erosion from the site in question.

G.20.3 The Contractor shall conduct all operations in such a manner as to prevent when possible and otherwise minimize the contamination of watercourses by sediment bearing materials or other pollutants.

G.20.4 The Contractor shall maintain effective erosion control for the duration of any suspension of all or a portion of the construction operation.

G.21 **GOVERNMENT INSPECTORS:**

G.21.1 The Contractor shall perform work under the general direction of the COTR and is subject to inspection by his/her appointed Inspector to ensure strict compliance with the terms of the

contract. Neither the COTR nor an Inspector is authorized to change any provision of the contract documents without written authorization of the CO.

- G.21.2** The Contractor shall not be relieved from compliance with material and workmanship requirements of the contract in the presence of or absence of an Inspector.
- G.21.3** 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.
- G.21.4** In case of differences between the schedules and small or large scale drawings, The schedules shall govern.
- G.21.5** In cases of differences between the specifications and standards, and in cases of differences between drawings and the specifications, the specifications shall govern.

G.23 REFERENCE TO CODES AND REGULATIONS:

- G.23.1** Where the District of Columbia codes and regulations and other codes and regulations are referred to in these specifications, they are minimum requirements.
- G.23.2** Where the requirements of these specifications exceed the referred requirements of the codes and regulations, these specifications shall govern.
- G.23.3** Requirements of codes and regulations shall include revisions, amendments and supplements thereto in effect on the submission date of the Request for Proposal (RFP). The RFP will be amended to conform it to such code and regulation changes that occur after the closing date.

G.24 ENGINEERING AND LAYOUT SERVICES:

- G.24.1** The Contractor shall provide competent engineering services to execute the work in accordance with the contract requirements. The Contractor shall verify the figures before undertaking any construction work and shall be responsible for the accuracy of the finished work.
- G.24.2** 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 bid.
- G.24.3** The Contractor shall make no change in locations without the written approval of the CO.

G.25 BUILDING LINES AND BATTER BOARDS:

- G.25.1** Prior to commencing construction, the Contractor 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.
 - G.25.1.1** 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.
 - G.25.1.2** 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.

G.25.1.3 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.

G.26 **WALL CHECK:**

G.26.1 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.

G.26.2 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.

G.27 **INTERFERENCE:**

(Mechanical Equipment, Piping, Ducts and Electric Conduits)

G.27.1 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.

G.27.1.1 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.

G.27.1.2 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 to the satisfaction of the COTR.

G.28 **PHOTOGRAPHS:**

G.28.1 Site Condition Photographs: Prior to start of construction work, the Contractor shall provide a minimum of five (5) site condition photographs for interior pre-construction photographs of the upgrade and modernization of elevators. The location of photographs shall be as directed by the COTR. Photographs shall conform to requirements specified below.

G.28.2 Progress Photographs: The Contractor by the 15th day of each month shall submit progress photographs of the site at each work area. The requirements for such photographs are as follows:

G.28.2.1 Size approximately 8 x 10 ½ inches.

G.28.2.2 Taken as directed by the COTR.

G.28.2.3 All photographs shall have 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:

- G.28.2.3.1** Name of project and Contractor;
- G.28.2.3.2** Location of photographs in relation to project;
- G.28.2.3.3** Subject matter shown on photographs identified;
- G.28.2.3.4** Dates taken; and

- G.28.2.3.5** Serial numbers.
- G.28.2.4** Glossy finish, mounted on linen. Provide a 1 inch wide binding margin on the left side.
- G.28.2.5** Number of photographs in each submission:
- G.28.2.5.1** Prior to starting work, three (3) (in addition to site condition photographs).
- G.28.2.5.2** All other submissions shall be a minimum of four (4).
- G.28.2.6** Submitted to the COTR each month.
- G.28.3** Finished Project Photographs: After 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 each of four (4) photographs, plus the negatives, as follows:
- G.28.3.1** One perspective view of project.
- G.28.3.2** Three (3) photographs of areas designated by representatives of the COTR.
- G.28.3.3** Photographs shall be 8 x 10 ½ inch size, with the following information printed in back:
- G.28.3.3.1** Name of project; and
- G.28.3.3.2** View shown on photograph.
- G.28.4** Should the number of photographs provided be other than that specified above, the CO shall issue a change order adjusting the contract amount in accordance with Article 3 of the Standard Contract Provisions.
- G.28.5** All photographs shall be taken by a professional photographer on a minimum 4 x 5 inch negative size and all enlargements shall be clear and with the proper contrast.
- G.28.6** The Contractor may submit photographs by taking photos using digital cameras that provide the same degree of clarity and proper contrast. However, all the submittals shall be in the same aforementioned format, except in lieu of submitting the negatives, the Contractor shall submit the photos on the disks.
- G.29** **ADD TO ARTICLE 3, CHANGES, OF THE STANDARD CONTRACT PROVISIONS, GENERAL PROVISIONS SECTION, THE FOLLOWING SECTION E, EQUITABLE ADJUSTMENTS:**
- G.29.1** 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, General Provisions section.
- G.29.2** Unless provided in the contract, the following procedure shall be used:
- G.29.2.1** 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.
- G.29.2.2** 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.

G.29.3 Equitable adjustments shall be determined in the following manner, unless stated in the contract.

G.29.3.1 Whenever a change is proposed or directed, the Contractor shall submit a proposal or breakdown within thirty (30) days of its receipt of the change, and the proposal will be acted upon promptly by the CO.

G.29.3.2 Price Adjustments

G.29.3.2.1 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.

G.29.3.2.2 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).

G.29.3.2.3 The Contractor shall furnish substantiation of fringe benefits, workmen compensation, FICA, DUTA, FUTA and State unemployment taxes at the request of the District.

G.29.3.2.4 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	10%	10%	-

Subcontractor for that portion of work performed by their respective forces.

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

G.29.3.2.5 When a change consists of both added work and deleted work, the applicable percentage shall be applied to the net cost or credit.

G.29.3.2.6 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.

G.29.3.2.7 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.

G.29.4 The changes in the contract period of performance, if any, resulting from change order work will be calculated in the following manner:

G.29.4.1 New durations for work activities effected 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.

G.29.4.2 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.

G.29.4.3 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.

G.29.5 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 Construction Contract, Revised January 2007, a contract time extension may be justified.

G.29.5.1 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:

G.29.5.1.1 Reasons/cause and responsibility of each delay

G.29.5.1.2 Inclusive dates of each delay

G.29.5.1.3 Specific trades affected

G.29.5.1.4 Portion (s) of each work contract activity affected and the duration thereof

G.29.5.1.5 Status of work activity affected before delay commenced

G.29.5.1.6 Concurrency of any other delays, including Contractor's own

G.29.5.1.7 Net effect of each delay under this request, on the overall contract completion

G.29.5.1.8 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.

G.29.5.2 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.

G.29.5.3 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.

G.29.5.4 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.

G.29.6 **COST AND PRICING DATA** (applicable to a Change Order or Modification) :

G.29.6.1 Unless otherwise provided in the solicitation, the Contractor shall, before negotiating any price adjustments pursuant to a change order or modification, submit cost or pricing data and certification that, to the best of the Contractor's knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of the date of negotiation of the change order or modification.

- G.29.6.2** If any price, including profit or fee, negotiated in connection with any change order or contract modification, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified by the Contractor, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified by the Contractor, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
- G.29.6.3** Cost or pricing data includes all facts as of the time of price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental, and are therefore verifiable. While they do not indicate the accuracy of the prospective Contractor's judgment about estimated future costs or projections, cost or pricing data do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.
- G.29.6.4** The following specific information should be included as cost or pricing data, as applicable:
- G.29.6.4.1** Vendor quotations;
 - G.29.6.4.2** Nonrecurring costs;
 - G.29.6.4.3** Information on changes in production methods or purchasing volume;
 - G.29.6.4.4** Data supporting projections of business prospects and objectives and related operations costs;
 - G.29.6.4.5** Unit cost trends such as those associated with labor efficiency;
 - G.29.6.4.6** Make or buy decisions;
 - G.29.6.4.7** Estimated resources to attain business goals;
 - G.29.6.4.8** Information on management decisions that could have a significant bearing on costs.
- G.29.6.5** If the Contractor is required to submit cost or pricing data in connection with pricing any change order or modification of this contract, the CO or representatives of the CO shall have the right to examine all books, records, documents and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the change order or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. Contractor shall make available at its office at all reasonable times the materials described above for examination, audit, or reproduction until three years after the later of:
- G.29.6.5.1** final payment under the contract;
 - G.29.6.5.2** final termination settlement; or
 - G.29.6.5.3** the final disposition of any appeals under the disputes clause or of litigation or the settlement of claims arising under or relating to the contract.

G.30 SCAFFOLDING:

- G.30.1** 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.
- G.30.2** The Contractor shall not erect scaffolds until required to be ready for use.
- G.30.3** 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.
- G.30.4** Wherever possible, the Contractor shall use swinging scaffolds for exterior work under this contract.
- G.30.5** Where swinging scaffolds are not practicable, the Contractor will be permitted to use other types of scaffolds provided:
- G.30.5.1** The Contractor shall prepare a list of areas and give the types of scaffold(s) he will use for each area.
- G.30.5.2** The list shall be submitted not later than ten (10) calendar days after the contract is awarded.

G.31 EXISTING EQUIPMENT REMAINING IN USE:

- G.31.1** During the contract term, District personnel will maintain any existing equipment that remains temporarily operational.
- G.31.2** 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.

G.32 TESTING AND CARE OF DRAINAGE FACILITIES:

- G.32.1** 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:
- G.32.1.1** 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.
- G.32.1.2** 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.
- G.32.1.3** 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.
- G.32.1.4** 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 OPM Specifications.

- G.32.2** 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.
- G.32.3** 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. Government personnel or issue a change order in accordance with provisions of Article 3, CHANGES, of the Standard Contract Provisions, General Provisions section.
- G.32.4** Subsequent to proof of line clearance, the Contractor shall maintain 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 subparagraphs G.32.1.1, G.32.1.2 and G.32.1.3.

G.33 AS-BUILT DRAWINGS:

- G.33.1** General: The Contractor shall, upon completion of all work under this contract, prepare and furnish to the COTR, as specified herein, as-built drawings. The as-built drawings shall be a record of the construction as installed and completed by the Contractor. They shall include all the information shown on the contract set of drawings, and all deviations, modifications, or changes from those drawings, however minor, which were incorporated in the work, including all additional work not appearing on the contract drawings, and all changes which are made after any final inspection of the contract work. In the event the Contractor accomplished additional work which changes the as-built conditions of the facility after submission of the final as-built drawings, the Contractor shall furnish revised or additional drawings as required to depict final as-built conditions. The requirements for these additional drawings will be the same as for the as-built drawings specified in this paragraph.
- G.33.2** 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:
- G.33.2.1** 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.
- G.33.2.2** The location and dimension of any changes within the building or structure, and the accurate location and dimension of all underground utilities and facilities.
- G.33.2.3** Correct grade or alignment of roads, structures, or utilities if any changes were made from contract plans.
- G.33.2.4** Correct elevations if changes were made in site grading.
- G.33.2.5** 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.
- G.33.2.6** The topography and grades of all drainage installed or affected as part of the project construction.

- G.33.2.7** All changes or modifications of the original design that result from final inspection.
- G.33.2.8** 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.
- G.33.3** Submittals of As-Built Drawings: The Contractor shall submit to COTR for review and approval all as-built drawings using the following procedure:
- G.33.3.1** 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.
- G.33.3.2** 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.
- G.33.3.3** 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.
- G.33.3.4** 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.
- G.33.4** 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.
- G.33.5** 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:
- G.33.5.1** Title block to be used for any new as-built drawings shall be similar to that used on the original drawings.
- G.33.5.2** New or added drawings shall be full size to match the overall dimensions of the Government supplied mylar.
- G.33.5.3** 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.

G.33.5.4 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.

G.33.5.5 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.

G.34 **51% DISTRICT RESIDENTS NEW HIRES/FIRST SOURCE EMPLOYMENT AGREEMENT:**

G.34.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. ("First Source Act").

G.34.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, Attachment J.2.3, in which the Contractor shall agree that:

G.34.2.1 The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services ("DOES"); and

G.34.2.2 The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

G.34.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report"), verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

G.34.3.1 Number of employees needed;

G.34.3.2 Number of current employees transferred;

G.34.3.3 Number of new job openings created;

G.34.3.4 Number of job openings listed with DOES;

G.34.3.5 Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and

G.34.3.6 Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including;

- a. Name;
- b. Social Security number;
- c. Job title;
- d. Hire date;
- e. Residence; and
- f. Referral source for all new hires.

G.34.4 If the contract amount is equal to or greater than \$100,000.00, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

G.34.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- G.34.5.1** Document in a report to the CO its compliance with the section G.34.6 of this clause; or
- G.34.5.2** Submit a request to the CO for a waiver of compliance with section G.34.6 and include the following documentation:
- G.34.5.2.1** Material supporting a good faith effort to comply;
 - G.34.5.2.2** Referrals provided by DOES and other referral sources;
 - G.34.5.2.3** Advertisement of job openings listed with DOES and other referral sources; and
 - G.34.5.2.4** Any documentation supporting the waiver request pursuant to section G.34.6.
- G.34.6** The CO may waive the provisions of section G.34.4 if the CO finds that:
- G.34.6.1** A good faith effort to comply is demonstrated by the Contractor;
 - G.34.6.2** The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
 - G.34.6.3** The Contractor enters into a special workforce development training or placement arrangement with DOES; or
 - G.34.6.4** DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.
- G.34.7** Upon receipt of the Contractor's final payment request and related documentation pursuant to sections G.34.5, the CO shall determine whether the Contractor is in compliance or whether a waiver of compliance pursuant to section G.34.5 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the CFO and the COTR.
- G.34.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section G.34.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the CO pursuant to this section G.34.8.
- G.34.9** The provisions of sections G.34.4 through G.34.8 do not apply to nonprofit organizations with 50 employees or less.

G.35 PROJECT PROGRESS/COORDINATION MEETINGS

The Contractor is required to perform the following activities:

G.35.1 General: Prepare and distribute to each subcontracting entity performing work at the project site, a written memorandum of instructions on required coordination activities, including required notices, reports and attendance at meetings. Prepare similar memorandum for contractors performing work where interfacing of work is required.

G.35.2 Weekly Progress Meetings: In addition to specific pre-installation and coordination meetings for each element of work, hold weekly progress meetings at regularly scheduled times which are convenient for everyone involved. Conduct meetings in a manner which will resolve any project problems, both present and anticipated. Record the meeting minutes and distribute copies to all persons in attendance and to others affected by decisions or actions resulting from each meeting. The meeting minutes shall be distributed in five (5) business days from the conclusion of the meeting and all corrections shall be made and the minutes re-distributed before the next meeting convenes.

G.35.3 The Contractor shall maintain a daily log containing a record of weather, subcontractors working on the Project Site, number of workers, Work accomplished, problems encountered and other similar relevant data as the District may reasonably require. The log shall be available to the District at all reasonable times.

G.36.1 APPRENTICESHIP PROGRAM

All prime contractors and subcontractors who contract with the District of Columbia Government to perform construction or renovation work with a single contract or cumulative contracts of at least \$500,000 let within a twelve (12) month period, shall be required to register an apprenticeship program with the District of Columbia Apprenticeship Council. (D.C. Official Code § 32-1401 *et seq.*)

The Contractor, for itself and all subcontractors, shall furnish to the Contracting Officer written evidence of the registration of the Contractor's and subcontractors' apprenticeship programs prior to using any apprentice on the ECPF Contract.

G.36.2 CONTRACTORS

The Contractor shall require its contractors and subcontractors at any tier to comply with all rules and regulations described herein and such requirements will be included in the Contractor's design, construction and subcontractor contracts. The Contractor shall require that its construction contractor for the ECPF Project will have full responsibility for all subcontractors utilized by the construction contractor to work on the ECPF Project. The Contractor shall not permit or tolerate off-site picnicking on public streets by workers employed by either the construction contractor or subcontractors. The Contractor shall require those workers who bring their meals and snacks to the ECPF Site to eat within the fenced ECPF Site. The Contractor shall not allow workers to drink alcoholic beverages either openly or from paper bags on the site or in the foregoing residential areas before, during or after work hours.

PART I

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 LIQUIDATED DAMAGES:

H.1.1 The Contractor shall pay to the District of Columbia the sum of three thousand five hundred twelve dollars (\$3,512.00) as agreed liquidated damages for each calendar day of delay in completion of the work for this project, within the time limits set forth, subject to provisions of Article 5, DELAYS, of the General Provisions of the Standard Contract Provisions for Construction Projects, Revised January 2007.

H.1.2 If the District terminates for default the Contractor's right to proceed 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 reprourement.

H.2 PERMITS, LICENSES AND CERTIFICATES:

H.2.1 The District will obtain 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 but not limited to Raze Permit, certificates and licenses from the Office of Licenses and Permits, Permit Processing Division, Department of Consumer and Regulatory Affairs.

H.2.1.1 The Contractor shall apply and pay for all required permits well in advance of the time that they are needed.

H.2.1.2 If the Contractor experiences any difficulty in obtaining a permit, the Contractor shall request assistance immediately from the COTR.

H.2.2 The Contractor shall 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
3. Refrigeration
4. Elevator
5. Boiler and Pressure Tank
6. Public Space - To work in, excavate in or occupy
7. Signs and Temporary Fences
8. Work on Sunday and after 6:00 p.m. weekdays.
9. Razing

Licenses

1. Master Plumbers
2. Electrical
3. Refrigeration
4. Boiler
5. Pressure Tank
6. Elevator

H.2.3 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 of Columbia, except as follows:

H.2.3.1 Where electrical, plumbing and refrigeration Contractors and their craft persons perform work under contract with the District of Columbia and the work is physically located in areas outside the District of Columbia, it shall be sufficient if any such Contractor and the

Contractor's craft persons are licensed either by the District of Columbia or by any governmental agency having jurisdiction over the area adjoining the site on which the work is performed.

- H.3.3** The Contractor shall prominently display all permits within the confines of the construction site.

H.3 **UTILITY CONNECTIONS AND SERVICES:**

The Contractor shall locate 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 bid.

H.3.1 **TEMPORARY ELECTRICITY:**

- H.3.1.1** The Contractor shall arrange for and pay all expenses associated with procurement and use of the following:

H.3.1.1.1 Install a temporary meter on existing power lines and pay for all electric power used;

H.3.1.1.2 Install temporary lines to conform with the requirements of the D.C. Electrical Code for such work;

H.3.1.1.3 Furnish and install all necessary safety devices required;

H.3.1.1.4 Maintain temporary line and equipment in proper condition until lines are no longer required and disconnected;

H.3.1.1.5 Make connections to existing electric services in accordance with D.C. Electrical Code requirements and standard procedures developed by the electric company;

H.3.1.1.6 Upon completion of the work, remove temporary lines, poles and other accessories, make disconnections and restore services to an approved condition.

- H.3.2** **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.3.2.1 That no connections to water mains be made without first acquiring approval from the District of Columbia Water and Sewer Authority (WASA);

H.3.2.2 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.3.2.3 That all pipe, fittings, and hose used shall be leak proof and that hook-ups and connections be made in a manner comparable to new work to prevent unnecessary waste of water;

H.3.2.4 That all branches from temporary main feed be equipped with tight cut-off valves; and

H.3.2.5 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.3.3 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.4 SHOP DRAWINGS AND CATALOGUE CUTS:

H.4.1 Within thirty (30) calendar days from the date of the NTP, the Contractor shall prepare a complete list of all samples, catalogue cuts and shop drawings required to be submitted as follows:

H.4.1.1 The Contractor shall submit the list to the COTR or his designee in quadruplicate for approval. The COTR will return one (1) copy of the approved list to the Contractor.

H.4.1.2 The District will not make progress payments until the required list has been submitted by the Contractor. The District will not make payments for any materials installed by the Contractor without approval by the COTR where submittal of the same is required.

H.4.2 The Contractor shall not install or use materials in the work until the COTR has given written approval of required samples, shop drawings or catalogue cuts, to be submitted as stated above.

H.4.2.1 Normally, 30 calendar days will be required for checking submitted materials. However, more time will be required for more complex submittals. The Contractor is advised that submittals that are kept simple (i.e. related to one section of the specifications or to one system) will be processed more expeditiously than more complex submittals. Approval of materials, shop drawings, catalogue cuts shall be only for the characteristics or uses named in the submission and shall not be construed as:

H.4.2.1.1 Permitting any departure from contract requirements except as specifically stated in the approval.

H.4.2.1.2 Relieving the Contractor of the responsibility of complying with the contract requirements because of errors which may exist.

H.4.2.1.3 Constituting a complete check, but will indicate only that the general method of construction and detailing is satisfactory and the Contractor shall be responsible for the dimensions and design of adequate connections, details and satisfactory construction of all work.

H.4.3 The Contractor shall submit all the shop drawings, samples and catalogue cuts in accordance with the following requirements:

H.4.3.1 Letter of transmittal, each transmittal shall be submitted in triplicate and contain the following information:

- H.4.3.1.1** Project name and contract number;
- H.4.3.1.2** Work for which material is intended;
- H.4.2.1.3** Identification of material in accordance with Federal Specifications or A.S.T.M. number, manufacturer, model, type, class, brand name, specifications reference, and local distributor; and
- H.4.2.1.4** General Contractor's stamp of approval as evidence that drawings, samples, and catalogue cuts included in the submittal have been checked for conformity with contract requirements including dimensions, quality, grade, type, quantity coordination with other work and that the Contractor assumes all responsibility for errors or discrepancies.

H.4.4 SHOP DRAWINGS:

H.4.4.1 The Contractor shall submit shop drawings as described below:

H.4.4.1.1 Submit six (6) sets of each drawing.

H.4.4.1.2 Identified as to project name and number, general Contractor, fabricator, manufacturer, model, type, class, brand name, specifications reference, local distributor, and date drawn to which drawing applies.

H.4.4.1.3 Drawings shall be complete in every respect and assembled into sets.

H.4.4.1.3.1 Each submission shall show complete system to which it applies and shall include catalog cuts, samples and other applicable data pertinent to the system.

H.4.4.1.3.2 The COTR will review and approve the shop drawing submittals, and if approved, will return three (3) sets of the same to the Contractor.

H.4.4.1.3.3 When corrections to shop drawing prints are necessary, two (2) prints of each shop drawing will be returned to the Contractor for corrections and resubmission in six (6) sets.

H.4.4.2 The Contractor shall submit one (1) reproducible print of each approved shop drawing after final approval of submitted shop drawings has been made.

H.4.4.3 If drawings show variations from contract requirements because of standard shop practices or for any other reasons, the Contractor shall make specific mention of such variation and the cause therefore in the letter of transmittal.

H.4.4.3.1 If the variations in the drawings are acceptable to the COTR, he/she may initiate any changes to the contract under Article 3, Changes, of the Standard Contract Provisions, which will be subject to the CO's approval.

H.4.4.3.2 If drawings submitted indicate a departure from the contract requirements, which the CO finds to be in the best interest of the

District of Columbia and to be so minor as not to involve a change in contract price or time for completion, he may approve the drawings.

H.4.5 COMPOSITE SHOP DRAWINGS:

In addition to shop drawings specified in the various sections of the specifications, the Contractor shall submit composite shop drawing details of constricted spaces, pipe and duct spaces, mechanical, equipment rooms and ceiling spaces where pipes, ducts, conduit, crossover and where items such as light fixture housing project into the space, to ensure that equipment approved for use or proposed for use fits into the space provided.

H.4.5.1 In the event of a conflict, the Contractor may offer his suggestions for solution of the problem on the shop drawing submittal or by letter submitted therewith;

H.4.5.2 Submittal of composite shop drawings shall be provided within 14 days after NTP to prevent a delay in construction.

H.4.6 The Contractor shall submit, with a letter of transmittal, samples, catalogue cuts, test reports, and certifications, as required. The Contractor shall not submit any samples and catalogues with bids. The Contractor must refer to the specification sections for samples, catalogue cuts, test reports and certifications required under the contract.

H.4.6.1 The Contractor shall submit the required samples prepaid in duplicate, unless otherwise specified in the applicable specification section.

H.4.6.2 The Contractor shall submit the required catalogue cuts in six (6) sets.

H.4.6.3 The Contractor shall submit each item and label it with the following information:

H.4.6.3.1 Project name and contract number;

H.4.6.3.2 Work for which material is intended;

H.4.6.3.3 General Contractor, manufacturer and fabricator;

H.4.6.3.4 Applicable Federal Specifications, A.S.T.M. specification or other standard;

H.4.6.3.5 Contract specification reference; and

H.4.6.3.6 Manufacturer's brand name, class or grade and type.

NOTE: The COTR shall hold for 30 days and then destroy samples submitted without the above labels.

H.4.6.4 The Contractor shall submit samples of materials that are required to match work in place and shall also submit representative samples of present materials which they are to match. The Contractor may take a sample of present materials from the work in place, but if this is not possible, the Contractor will take a sample to the site of the work for inspection and verification.

H.4.6.5 The COTR will approve a sample submitted only for the characteristics or for the uses named in such approval and no other purpose.

H.4.6.5.1 No approval of a sample shall be taken in itself to change or modify any contract requirement unless specifically stated in the approval.

H.4.6.5.2 The Contractor shall send the approved samples not destroyed in testing back to the COTR.

H.4.6.5.3 The Contractor shall mark for identification and use in the work the approved samples of hardware, miscellaneous accessories and signs in good condition.

H.4.6.5.4 The COTR may retain for 30 days any samples not destroyed in testing and that are not approved, and then dispose of them or return them to the Contractor at his expense if requested within thirty 30 days from the date of rejection.

H.4.6.6 The COTR will request the Contractor to deliver test samples deemed necessary, or the COTR will take the same from various material or equipment delivered by the Contractor for use in the work. The COTR has the right to request any additional tests from an accredited testing facility on any materials delivered to the site of the work, at the District's expense.

H.4.6.7 If any of these test samples fail to meet the specification requirements, any previous approvals will be withdrawn and such materials or equipment shall be subject to removal and replacement by the Contractor with materials or equipment meeting the specification requirements at no additional cost to the District.

H.4.6.8 The District may refuse to consider under this contract any further samples of the same brand or make of material that fails to pass specified tests.

H.4.6.9 The COTR reserves the right to disapprove any material, which is presently, or previously has been, unsatisfactory in service.

H.4.6.10 The Contractor shall submit material lists, schedules and diagrams for material, equipment, fixtures, fittings, hardware required under specifications sections in six (6) sets and labeled as set forth for catalogue cuts.

H.4.6.11 The Contractor shall identify individual items included in brochures and catalogs that are submitted for approval in the transmittal letter and in its submittal material.

H.5 PROPRIETARY RESTRICTIONS:

H.5.1 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.5.1.1 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, in the judgment of the CO, expressed in writing is equal to that specified.

H.5.1.2 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.6 DEBRIS AND CLEANING:

H.6.1 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.6.2 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 Government of the District of Columbia as provided in the OPM Specifications) and leave the premises in a neat and clean condition satisfactory to the COTR at the site.

H.7 MATERIALS AND WORKMANSHIP:

H.7.1 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.7.2 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.8 STANDARDS:

H.8.1 Any material specified by reference to the number, symbol or title of a specific standard such as a Commercial Standard, a Federal Specifications, ASTM certification or other similar standard, shall comply with the requirements in the latest revision hereof.

H.8.2 The District will not furnish any copies of the applicable Federal Specifications, Commercial Standards and other standard specifications to the bidders. However, the CO will furnish upon request, information as to how copies of the standards referred to may be obtained, and it will be responsibility of the requestor to obtain the necessary documents from respective sources.

H.8.3 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.9 EQUIPMENT COORDINATION:

The Contractor shall ascertain 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.

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, Revised January 2007 are incorporated herein as Attachment J.1.4, with the same force and effect as if given in full text.

I.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS:

I.2.1 Davis Bacon Wage Rates are applicable. The current prevailing wage determination is General Decision Number DC080003, Modification No. 0 dated 02/08/2008, incorporated herein as Attachment J.1.3.

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

I.3 CONFLICT OF INTEREST:

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

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

I.4 EQUAL EMPLOYMENT OPPORTUNITY:

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985 the forms for completion of the Equal Employment Opportunity Information Report shall be completed and incorporated with the bid. The forms can be found at www.ocp.dc.gov under solicitation attachments. An award cannot be made to any Bidder who has not satisfied the equal employment requirements as set forth by the Department of Small and Local Business Development.

I.5 INSURANCE:

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

I.5.1.1 Commercial General Liability Insurance. The Contractor shall furnish evidence satisfactory to the CO with respect to the operations performed by it, its employees and subcontractor, it carries in its own behalf, Owners' and Contractors' Protective Liability Insurance with minimum \$5,000,000.00 per occurrence limit for bodily injury and property damage. If this Contract is for building construction, the Commercial General Liability policy must be endorsed to include coverage for Explosion, Collapse and Underground (XCU). The aggregate limit of liability shall be used or applied separately to the project/location specified in this agreement and stated so within the insurance policy by endorsement. The policy must name the District as an additional insured, contain a waiver of subrogation, and state that coverage is primary and non-contributory.

I.5.1.2 Umbrella/Excess Liability. Contracts valued at over \$100,000.00 or determined to be high risk must carry Umbrella/ Excess Liability Insurance with \$5,000,000.00 limits per occurrence. The policy must name the District as an additional insured, contain a waiver of subrogation, and state that coverage is primary and non-contributory. If properties adjacent to the building site present unusual or hazardous conditions, higher Umbrella/ Excess Liability limits may be required.

I.5.1.3 Workers' Compensation. The Contractor shall carry according to the statutes of the District of Columbia workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this Contract, including Employer's Liability, \$100,000.00 per accident for injury, \$100,000 per employee for disease, \$500,000.00 policy limit disease. The policy must contain a waiver of subrogation endorsement. The Contractor agrees to comply, at all times, with the provisions of the workers' compensation laws of the District.

I.5.1.4 Automobile Liability Insurance. The Contractor shall furnish automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the project. The policy shall cover the operations performed in the District with a \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be Primary and Non-Contributory.

I.5.1.5 Builder's Risk Insurance. Contractor shall provide a Builder's Risk policy or Installation Floater with limits equal to the projected market value of the completed project to cover property damage to existing facilities at the site. Builder's Risk Insurance in the amount equal to the bid price is required for this project.

I.5.1.6 Professional E&O Liability. All design and design/build contracts must procure Professional Errors and Omissions (Architect's & Engineer's)

Liability Insurance to cover architectural, engineering, construction management, surveying, hazardous materials testing, and design services performed under this Contract. The policy must provide limits of \$1,000,000.00 per claim and a \$3,000,000.00 aggregate. The Contractor shall maintain such insurance for five (5) years following the District's final acceptance of the work. The policy will cover the Design/Builder, its subcontractor and subcontractors of every tier, and shall identify the District as the Project Owner on the policy.

- I.5.2** CERTIFICATE OF INSURANCE. The Contractor must submit verification of insurance on a standard Certificate of Insurance Associate for Cooperative Operations Research and Development (ACORD) form and receive approval from the CO prior to commencement of any work. The Contractor shall obtain the insurance from responsible companies licensed by the District of Columbia's Department of Banking, Insurance and Securities Regulation and shall deliver the certificate of insurance to the CO within fourteen (14) days of contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the CO prior to their termination or material alteration.
- I.5.3** DURATION. The Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer hereby warrants and agrees that it shall not cancel this policy, except after thirty (30) days written notice, by certified mail, to the CO.
- I.5.4** CONTRACTOR'S PROPERTY. Contractors and subcontractor are solely Responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.
- I.5.5** MEASURE OF PAYMENT. The District will not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the lump sum bid price.

I.6 **DISCRIMINATION CLAUSES:**

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

The Contractor:

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

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

I.6.2.1 The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.) (“Act” as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.

I.6.2.2 Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register and Mayor’s Order 2002-175 (10/23/02), 49 DCR 9883, the following clauses apply to this contract:

I.6.2.2.1 The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, 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.6.2.2.2 The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business.

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

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

I.6.2.2.3 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections **I.6.2.2.1** and **I.6.2.2.2** concerning non-discrimination and affirmative action.

I.6.2.2.4 The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection **I.6.2.2.2**.

I.6.2.2.5 The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers’ representative of that contractor’s commitments under this nondiscrimination clause and the Act,

and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- I.6.2.2.6** The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- I.6.2.2.7** The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.
- I.6.2.2.8** The Contractor shall include in every subcontract the equal opportunity clauses, subsections **I.6.2.2.1** through **I.6.2.2.9** of this section, so that such provisions shall be binding upon each subcontractor or vendor.
- I.6.2.2.9** The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

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

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

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

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

I.8.2 Claims by a Contractor against the District.

Claim, as used in 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.

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

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

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

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

- I.8.2.1.4** The Contractor's request for relief or other action by the CO.
- I.8.2.2** The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
- I.8.2.3** For any claim of \$50,000.00 or less, the CO shall issue a decision within sixty (60) calendar days from receipt of a written request from a Contractor that a decision is rendered within that period.
- I.8.2.4** For any claim over \$50,000.00, the CO shall issue a decision within ninety (90) calendar days of receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- I.8.2.5** The CO's written decision shall do the following:
- I.8.2.5.1** Provide a description of the claim or dispute;
 - I.8.2.5.2** Refer to the pertinent contract terms;
 - I.8.2.5.3** State the factual areas of agreement and disagreement;
 - I.8.2.5.4** State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - I.8.2.5.5** If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - I.8.2.5.6** Indicate that the written document is the CO's final decision; and
 - I.8.2.5.7** Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- I.8.2.6** Any failure by the CO to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.
- I.8.2.6.1** If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.
 - I.8.2.6.2** Liability under Paragraph I.8.2.6.1 shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- I.8.2.8** The decision of the CO shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Official Code § 2-309.04.
- I.8.2.9** Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.
- I.8.3** Claims by the District against a Contractor
- I.8.3.1** Claim as used in Paragraph I.8.3 of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in

a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

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

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

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

I.8.3.2.1.2 Refer to the pertinent contract terms;

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

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

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

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

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

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

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

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

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

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

I.9 CONFIDENTIALITY OF INFORMATION:

The Contractor shall keep all the information obtained relating to any employee or customer of the District in absolute confidence, and shall not use it in connection with any other matters, or disclose it to any other

person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.10 TIME:

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

I.11 OTHER CONTRACTORS:

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

I.12 INCORPORATION AND ORDER OF PRECEDENCE:

The following documents are incorporated herein by reference and in case of any discrepancy the following Order Of Precedence shall apply: (1) Pricing (Section-B), (2) Scope (Section C), (3) Special Contract Requirements (Section H), (4) Contract Clauses (Section I), and (5) Standard Contract Provisions for use with Construction Projects, Revised January 2007 (Attachment J.1.A), (6) General Decision Number: DC80003 dated 02/08/2008 (Attachment J.1.Q), (7) The Living Wage Act Notice and Fact Sheet (Attachment J.1.P), (8) Certifications and Representation (Section K), (9) Contractor's proposal, and (10) First Source Employment Agreement (Attachment J.2.3), Sections D, E, F, G, L and M.

I.13 AUDITS, RECORDS, AND RECORD RETENTION:

I.13.1 At any time or times before final payment and three (3) years thereafter, the CO may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be reduced by amounts found by the CO not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.

I.13.2 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

I.13.3 The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

I.13.4 The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the CO.

I.13.5 Persons duly authorized by the CO shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

I.13.6 The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

I.13.7 In the event of a conflict between Article 28 of the General Provisions of the Standard Contract Provisions for Construction Projects, Revised January 2007, and the provisions of this clause, the Standard Contract Provisions shall prevail.

I.14 PUBLICITY:

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

I.15 FREEDOM OF INFORMATION ACT:

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.8 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the reliability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

I.16 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA):

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

I.17 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED:

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

I.18 ENVIRONMENTALLY PREFERABLE PAINT PRODUCTS:

I.18.1 Environmentally Preferable Products Goals

I.18.1.1 The District is seeking contractors to provide environmentally preferable and effective paint products that support the District's environmentally preferable purchasing (EPP) contracting initiative.

I.18.1.2 Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

I.18.2 Paint Environmental Requirements

I.18.2.1 The requirements and restrictions contained in this clause shall apply to all architectural and anti-corrosive paints used during the course of this contract.

I.18.2.2 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:

Product Type	Type of Paint	VOCs (grams/liter)	VOCs (pounds/gallon)
Category I	Interior		
	Architectural		
	a. Flat	50 g/l	0.42 lb/gal
	b. Non-Flat	150 g/l	1.25 lb/gal
Category II	Exterior		
	Architectural		
	a. Flat	100 g/l	0.83 lb/gal
	b. Non-Flat	200 g/l	1.66 lb/gal
Category III	Anticorrosive		
	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

I.18.3 Prohibited Paint Components

I.18.3.1 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	

I.18.4 Packaging

I.18.4.1 Paint cans and their components shall not be fabricated with lead.

I.18.5 Product Safety

I.18.5.1 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.

I.19 ENVIRONMENTALLY PREFERABLE SOLVENT PRODUCTS:

I.19.1 Environmentally Preferable Products Goals

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

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

I.19.2 Environmentally Preferable Solvent Products

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

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

- (a) **Alcohols.** Alcohols are solvents that dissolve substances such as shellacs, vinyls, acrylics, epoxies and silicones.
- (b) **Aliphatic Hydrocarbons.** Aliphatic hydrocarbons are solvents often found in coatings and insecticides. Commonly used as degreasers and solvents for acrylics and epoxies. Common aliphatics include mineral spirits, paint thinner, petroleum distillates, VM&P Naphtha, kerosene, gasoline and heptane (all of which are extremely flammable).
- (c) **Aromatic Hydrocarbons.** Aromatic hydrocarbons are substances used in printing, fiberglass-reinforced products, glues and veneers. Common aromatics include toluene (toluol), xylene (xylo), coal-tar naphtha, styrene and benzene.
- (d) **Chlorinated Hydrocarbons.** Chlorinated hydrocarbons are commonly used degreasers, dry cleaning agents, rubber solvents and paint strippers found in coatings, resins and tars. Common chemicals in this class include perchloroethylene, methylene chloride, carbon tetrachloride, methyl chloroform and trichloroethylene.
- (e) **Glycols.** Glycols, which are water-soluble solvents used as lubricants, are found in cosmetics, coatings, resins and dyes. Glycol ethers include butyl cellusolve (2-butoxyethanol), cellusolve (2-ethoxyethanol), methyl cellusolve (2-methoxyethanol), and cellusolve acetate (2-ethoxyethyl acetate). Most common glycol ethers are combustible.

- (f) **Esters.** Esters have differing chemical properties depending on their use including methyl formate, ethyl acetate, isopropyl acetate, methyl acetate, secamylacetate, and isoamyl acetate (banana oil).
- (g) **Ethers.** Ethers are ingredients in dyes, resins, waxes, cellulose nitrate and fuels, including ethyl ether, tetrahydrofuran, dioxane and isopropyl ether.
- (h) **Ketones.** Ketones are solvents for dyes, resin and waxes that are used to manufacture plastics, synthetic fibers, explosives, cosmetics and medicines. Some examples of ketones include acetone, methyl ethyl ketone, cyclohexanon and isophorone.
- (i) **Other Solvents.** Other types of solvents include freon, turpentine, dimethylformamide and carbon disulfide.

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

I.19.3.1 Health Hazards

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

I.19.3.2 Physical Hazards

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

I.19.4 Prohibited Solvents

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

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

I.19.5 Packaging Reduced/Recyclable

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

I.19.6 Product Safety

- I.19.6.1** The Contractor shall be responsible for:
 - (a) Any damage to personnel, buildings, furniture or equipment directly traceable to their use or transportation of prohibited products.
 - (b) Any spills or leaks that occur during the use or transportation of their products.
 - (c) Evacuating and warning individuals that might be affected by any spills or leaks that occur when their products are being used or transported.
 - (d) Paying the clean up cost for any spills or leaks that occur while they are using or transporting their products.

I.20 LIVING WAGE ACT OF 2006:

The Living Wage Act of 2006 is Title I of the "Way To Work Amendment Act of 2006", DC Law 16-118, effective June 8, 2006. The Living Wage Act is codified at DC Official Code §§2-220.01 through 11. Living wage act can be found at: www.ocp.dc.gov.

I.20.1 WAY TO WORK AMENDMENT ACT OF 2006

- I.20.1.1** Except as described in H.48.1.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- I.20.1.2** 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.
- I.20.1.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- I.20.1.4** 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.
- I.20.1.5** The Contractor shall provide a copy of the Fact Sheet attached as J.1.5 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.5 in a conspicuous place in its place of business. The Contractor

all include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

- I.20.1.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- I.20.1.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- I.20.1.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
 - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
 - (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
 - (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
 - (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.
- I.20.1.9** 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.

SECTION J: LIST OF ATTACHMENTS**J.1 The following documents are attached to this RFP and incorporated:**

- A. Standard Contract Provisions for Construction Contracts for use with Specifications for District of Columbia Construction Projects, revised January 2007
- B. General Order 601.1 (Change Number 1), dated April 30, 1992, titled: Recording, Handling and Disposition of Property Coming into the Custody of the Department
- C. SOP ECB 03-04, dated April 29, 2003, titled: Mobile Evidence Control Unit Property Retrieval Procedures.
- D. SOP ECD 01-04, dated December 12, 2001, titled: Mobile Evidence Control Unit Property Retrieval Procedures
- E. SOP ECD 02-04, dated July 22, 2002, titled: Property Viewings.
- F. SOP ECB 02-03, dated May 22, 2002, titled: Court Ordered Release of Civil Forfeiture Funds
- G. SOP ECD 01-02, dated August 23, 2001, titled: Expurgation Process.
- H. SOP, dated September 12, 2005, titled: Customer Service Standards and Testing
- I. Special Order 00-17, dated October 16, 2000, titled: Procedures for Handling Seized Monies
- J. SOP, dated October 1, 2005, titled: Corporate Support Group General Support Services Division Evidence Control Branch Internet Disposition Administrative Process
- K. SOP ECD 02-01, dated February 1, 2002, titled: Conversion and Auction of Vehicles by Civil Forfeiture
- L. SOP 06-01, dated December 20, 2006, titled: Standard Operating Procedures for Holding Facilities
- M. Special Order 06-03, dated March 29, 2006, titled: Records Retention and Evidence Preservation (Millicent Allewelt Act of 2004)
- N. Property Division Memorandum, undated, titled: PCB Purge Procedures
- O. Evidence Control Branch Memorandum, dated August 13, 2002, titled:
- P. Living Wage Act of 2006 Fact Sheet and Notice
- Q. General Decision No. DC80003 02/08/2008
- R. OCTO Technology Design Standards
- S. Evidence Controls Systems, Inc, dated June 2007, titled: Evidence Control Branch – Review and Assessment. **(to be provided amendment)**
- T. McClaren, Wilson & Lawrie, Inc, dated October 1, 2002, titled: The District of Columbia, Metropolitan Police Department, Evidence and Uniform/Equipment Facility Space Needs Assessment. **(to be provided by amendment)**
- U. Overview of proposed site of New Evidence Control and Storage Facility to be located at 2700 Martin Luther King Jr. Ave, S.E. of Washington D.C. on the St. Elizabeth's Hospital East Campus. **(to be provided by amendment)**

J.2 INCORPORATED BY REFERENCE *(The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the offer.)*

- J.2.1 E.E.O. Information and Mayor's Order 85-85
- J.2.2 Tax Certification Affidavit
- J.2.3 First Source Employment Agreement

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

As part of their offers in response to this RFP, all offers shall provide the following statements and

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

- K.1 Certification of Eligibility**
- K.2 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction**
- K.3 Payment to Subcontractor and Suppliers Certification**
- K.4 Subcontracting Plan**
- K.5 Bid Bond**
- K.6 Certification of Independent Price Determination**
- K.7 Employment Agreement**
- K.8 Certification under “Buy American Act” (applicable to purchase of material and equipment)**
- K.9 Certification as to Type of Business Organization**

K.2

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

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

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

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

does not have a proposed debarment pending; and

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

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

_____	_____
Contractor	President or Authorized Official
_____	_____
Date	Title

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

Subscribed and sworn before me this _____ day _____

At _____
City and State

Notary Seal

Notary Public

K.3

PAYMENT TO SUBCONTRACTOR AND SUPPLIERS CERTIFICATE

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

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

Certification shall be made on the following standard form.

To:

*Karen M. Hester , CO
Office of Contracting and Procurement
Construction Design and Building Renovation Group
441 4th Street, N. W., Suite 700 South
Washington, D. C. 20001
Tel: 202-724-4388*

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



RFP No. DCFA-2008-R-0124
Evidence Control and Property Facility
Request for Proposals

Form containing contractor information fields: Total Amount Set Aside, Percentage of Total Set Aside Amount, Tier, LSDBE Certification Number, Certification Status (SBE, LBE, DBE, DZE, ROB, LRB), Point of Contact, Contact Telephone Number, Fax Number, Email Address. Includes a SUBCONTRACTOR INFORMATION table with columns: Name, Address & Telephone No., Type of Work, NIGP Code(s), Description of Work.

K.5

GOVERNMENT OF THE DISTRICT OF COLUMBIA

BID BOND (See Instructions on 2 nd page)	Date Bond Executed: (Must Not be Later Than Bid Opening Date)			
PRINCIPAL (Legal Name and Address)	TYPE OF ORGANIZATION ("X")			
	<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> PARTNERSHIP	
	<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> CORPORATION	
	STATE OF INCORPORATION			
SURETY(IES) (Name(s) and Address(es))	AMOUNT NOT TO EXCEED			5% OF BID
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	
	BID IDENTIFICATION			
	BID OPENING DATE		INVITATION NO.	

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto are firmly bound to the District of Columbia Government, a municipal corporation, hereinafter called "the District", in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, jointly and severally; Provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action against any or all of us, and for all other purposes each Surety bonds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the bid identified above. NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the receipt of the same, or, no period be specified, within ninety (90) calendar days after said receipt, and shall within the period specified therefore, or, if no period be specified, within ten (10) calendar days after being called upon to do so, furnish Performance & Payment Bonds with good and sufficient surety, as may be required, for the faithful performance and proper fulfillment of the Contract, and for the protection of all persons supplying labor and material in the prosecution of the work provided for in such Contract or, in the event of withdrawal of said bid, within the period specified, or the failure to furnish such bond within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue. Each Surety executing this bond hereby agrees that its obligation shall not be impaired by extension(s) of time for acceptance of the bid that the Principal may grant to the District, notice of which extension(s) to Surety (ies) being hereby waived: Provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

IN WITNESS WHEREOF, the Principal and Surety (ies) have executed this bid bond and have affixed their seals on the date set forth above.

PRINCIPAL		
1. SIGNATURE	1. ATTEST	Corporate Seal
Seal		
Name & Title (typed)	Name & Title (typed)	



2. SIGNATURE Seal	2. ATTEST	Corporate Seal
Name & Title (typed)	Name & Title (typed)	

CERTIFICATE AS TO CORPORATION

I, _____, certify that I am _____, Secretary of the Corporation, named as Principal herein, that _____, who signed this bond, on behalf of the Principal, was then of said Corporation; that I know his signature, and his signature thereto is genuine; that said bond was duly signed and sealed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

 Secretary of Corporation

SURETY (IES)

1. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		
1. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		

INSTRUCTIONS

- This form shall be used whenever a bid guaranty is required in connection with construction, alteration and repair work.
- Corporations name should appear exactly as it does on Corporate Seal and inserted in the space designated "Principal" on the face of this form. If practicable, bond should be signed by the President or Vice President; if signed by other official, evidence of authority must be furnished. Such evidence should be in the form of an Extract or Minutes of a Meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and Corporate Seal affixed thereto. **CERTIFICATE AS TO CORPORATION** must be executed by Corporate Secretary or Assistant Secretary.
- Corporations executing the bond as sureties must be among those appearing on the U. S. Treasury Department's List of approved sureties and must be acting within the limitations set forth therein, and shall be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall attach hereto an adequate Power-Of-Attorney for each representative signing the bond.
- Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal", two witnesses must be supplied, and their addresses, under the word "attest". If executed in Maine or New Hampshire, an adhesive seal shall be affixed.
- Names of all partners must be set out in body of bond form, with the recital that they are partners composing a firm, naming it, and all members of the firm shall execute the bond as individuals. Each signature must be witnessed by two persons and addresses supplied.

K.6**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 this Contract and the title of his or her position in the Bidder's organization);
 - (ii) As an authorized agent, does certify that the principals named in subsection B(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs A(a) through A(c) above; and
 - (ii) (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs A(a) through A(c) above.
 - (iii) 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.7

EMPLOYMENT AGREEMENT

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

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

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

Date

Authorized Signature

K.8

BUY AMERICAN CERTIFICATION

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

EXCLUDED END PRODUCTS

COUNTRY OF ORIGIN

K.9

TYPE OF BUSINESS ORGANIZATION

The Bidder, by checking the applicable box, represents that

(1) It operates as:

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

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

- an individual,
- a joint venture, or
- a corporation registered for business in _____

(Country)

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**L.1. PRE-PROPOSAL CONFERENCE**

L.1.1 A pre-proposal conference to discuss the contents of this Request for Proposals and other pertinent matters will be held at 11:00 a.m. local time, on March 5, 2008, at the Office of Contracting and Procurement, 441 4th Street, NW Office of Zoning Hearing Room, Suite 220, Washington, D.C., for questions, please call (202) 724- 0232.

L.1.2 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 bidders must complete the Pre-Proposal Conference Attendance Roster at the conference so that bidder attendance can be properly recorded.

L.1.3 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 District's final position. All other questions must be submitted in writing no later than March 7, 2008, in order to generate an official answer prior to the proposal submission date. Official answers will be provided in writing to all prospective bidders who are as having received a copy of the solicitation. Answers will also be posted on the OCP website at www.evidencewarehouse.ocp.dc.gov.

L.2 POST-AWARD CONFERENCE

A post-award conference with the selected Contractor is required. It will be scheduled within 10 calendar days after the date of contract award. The selected Contractor will be notified of the exact date and time. The conference will be held at the following address:

Office of Property Management
2000 14th Street, NW, 5th Floor
Washington, D.C. 20009

L.3 CONTRACTOR / OFFEROR

Whenever the word "Contractor" is used in sections L and M in a pre-award context, it shall mean "offeror".

L.4 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.4.1 Each offeror shall be submitted in a sealed envelope conspicuously marked on the outside:

"Proposal in Response to Solicitation No. DCFA-2008-R-0124

L.4.2 One original and seven copies of each written proposal shall be submitted as well as two compact discs of the proposal. Each proposal shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: (1) Technical Proposal in Response to Solicitation No. DCFA-2008-R-0124; (2) Price Proposal; in Response to Solicitation No. DCFA-2008-R-0124.

L.4.3 Contractors are referred to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Contractor shall respond to each factor in a way that will allow the District to evaluate the Contractor's response. The Contractor shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of the development. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements of this RFP.

L.5 PROPOSAL ORGANIZATION

Each proposal submitted in response to this RFP shall be organized and presented in two separate three ring binders. The first binder shall present the Contractor's Technical Proposal; the second binder shall present the Price Proposal. Each binder shall be organized into tab sections as shown below. Contractors may add an Executive Summary / Introduction at the beginning of each binder. Any additional information not covered by the sections identified below which a Contractor wishes to include in its proposal shall be presented in a miscellaneous information tab at the end of the appropriate binder.

L.5.1 TECHNICAL PROPOSAL FORMAT

The Technical Proposal shall be organized into seven tabbed sections as described below, plus an optional Executive Summary/Introduction at the beginning and a miscellaneous information section at the end.

L.5.1.1 Section 1: Contractor's Management Plan for Design and Construction

The District will evaluate the Contractor's management plan and approach for design and construction of the Evidence Control and Property Facility.

1A. Management Plan

Discuss approach to managing and administering the project. Provide an Organizational Chart listing all firms that will comprise the firms' team, including, but not limited to major sub-contractors, the roles of the sub-contractors and the sub-contractor's key personnel. Major sub-contractors include, but are not limited to, the design architect and the general construction contractor. Also, discuss the following:

- a. Contractor's internal review or due diligence process during design and construction documentation process.
- b. Contractor's Quality Control/Quality Assurance during design and construction phases.
- c. Contractor's approach to involve District and gain District approvals during the design phase.
- d. Contractor's approach to ensure competitiveness in award to subcontractors.

1B. Key Personnel

Identify the key personnel who will manage design/build project. Identify which key personnel are employees of the firm and which are employees of sub-contractors. Identify any sub-contractors that are certified SBEs. Describe the education, training and experience of the key personnel. A resume may be submitted if it provides this information. For each key personnel, list projects similar to the ECPF each worked on in the past 5 years.

1C. Schedule

Design and construction schedule that is practical, comprehensive and achievable. Submit a schedule of primary activities such as design, mobilization, permitting, site prep, construction and commissioning that demonstrates a full understanding of the work required to complete the facility within 18 months from NTP. The schedule should be comprehensive, practical, and achievable.

L.5.1.2 Section 2: Team Experience and Past Performance

Identify successful experience, within the last five years, with no more than three design/build projects of similar type, size, and complexity as the ECPF. Provide a list of references for each project listed above including contact information for an owner or an owner representative of the referenced project. Such information shall, at a minimum, include: company's name and address, point of contact, telephone and fax numbers, type of services provided, period of performance, and dollar value. Firm past performance shall also be submitted for the Architect and General construction contractor, if either firm is different from the respondent to this RFP. The District is not responsible for the accuracy of the contact information provided.

L.5.1.3 Section 3: Contractor's Design Solution**3.A Design Concepts**

Describe the design solution proposed for the ECPF, including but not limited to, exterior and interior design ideas and concepts; and sustainable design concepts.

3.B Proposed Density Storage Solution

Describe the proposed density storage solution proposed under this RFP. At a minimum, the Contractor to discuss the following regarding their proposed solution:

- a. Technology for evidentiary and supply inventory control, tracking, and monitoring
- b. Ease of usage and demonstrated capacity to handle initial and subsequent evidence population.
- c. Proposed Training Plan
- d. Proposed Support during system activation and population
- e. Minimum of 3 references from similar type of application of proposed solution
- f. Documented response time for warranty calls and service calls

L.5.1.3 Section 4: Contractor and Team Members Organization and Professional Qualifications**4.A Provide an overview of the Contractor's firm, including but not limited to:**

- a. Names and contact information for principals
- b. Number of employees
- c. Annual business revenues
- d. Office Locations
- e. Professional qualifications of the firm for projects similar in type, size, and complexity to the ECPF.

4B Provide the same information for the Architect and General Construction Contractor, if such firms are different from the Contractor responding to this RFP. Describe past working relationships between the Contractor and team members.

L.5.1.4 Section 5: Subcontractor Plan

Submit a plan for full compliance with the LSDBE requirements of the RFP.

L.5.1.5: Section 6: LSDBE Certification and Tax Certification Affidavit

Submit the firm's LSDBE Certification, if applicable and Tax Certification Affidavit.

L.5.1.6: Section 7: Section K Representations, Certifications and Other Statements

Submit the representations, certifications, and other statements required by section K of this RFP.

L.5.2 PRICE PROPOSAL FORMAT

The Contractor shall submit its Construction Cost Breakdown in B.4 to Design and Construct the ECPF.

L.6 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**L.6.1 PROPOSAL SUBMISSION**

Proposals must be submitted no later than 2:00 pm on March 24, 2008 as shown in § A of this RFP. Proposals, modifications to proposals, 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:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

L.6.2 HAND DELIVERY OR MAILING OF BIDS TO:

*Bid Room
Office of Contracting and Procurement
441 4th Street, 7th Floor Bid Room
Washington, DC 20009*

L.6.3 WITHDRAWAL OR MODIFICATION OF PROPOSALS

A Contractor may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

L.6.4 POSTMARKS

The only acceptable evidence to establish the date of a late proposal, 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 proposal, modification or request for 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 proposal shall be considered late unless the Contractor can furnish evidence from the postal authorities of timely mailing.

L.6.5 LATE MODIFICATIONS

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

L.6.6 LATE PROPOSALS

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

L.7 EXPLANATION TO PROSPECTIVE CONTRACTORS

If a prospective Contractor has any questions relative to this solicitation, the prospective Contractor shall submit the question in writing to the contact person, identified on page one. The prospective Contractor shall submit questions no later than March 7, 2008, 17 *calendar* days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than 17 *calendar* days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective Contractors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Contractors. Oral explanations or instructions given before the award of the contract will not be binding.

L.8 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.9 RESTRICTION ON DISCLOSURE AND USE OF DATA**L.9.1** Contractors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this Contractor as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.9.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.10 RESERVED**L.11 PROPOSAL PROTESTS**

Any actual or prospective Contractor 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 at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than

the next closing time for receipt of proposals 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 Contracting Officer for the solicitation.

L.12 SIGNING OF OFFERS

The Contractor shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.13 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Contractor's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.14 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the Contractors.

L.15 PROPOSAL COSTS

The District is not liable for any costs incurred by the Contractors in submitting proposals in response to this solicitation.

L.16 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the Contractor must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.17 ACKNOWLEDGMENT OF AMENDMENTS

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

L.18 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all Contractors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all Contractors still within the competitive range.

L.19 LEGAL STATUS OF CONTRACTOR

Each proposal must provide the following information:

L.19.1 Name, address, telephone number and federal tax identification number of Contractor;

L.19.2 A copy of each District of Columbia license, registration or certification that the Contractor is required by law to obtain. This mandate also requires the Contractor to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code § 47-2862 (2001), if the Contractor is required by law to make such certification. If the Contractor 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; and

L.19.3 If the Contractor is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.20 RESERVED**L.21 FAMILIARIZATION WITH CONDITIONS**

Contractors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties that may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.22 STANDARDS OF RESPONSIBILITY

The prospective awardee must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the prospective awardee must submit the documentation listed below, within five (5) days of the request by the District.

L.22.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.22.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.22.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.22.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.22.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.22.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.22.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

L.22.8 If the prospective awardee fails to supply the information requested, the Contracting Officer 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 Contracting Officer shall determine the prospective awardee to be non-responsible.

L.23 ACCEPTABLE BID GUARANTEES:

L.23.1 A proposal guarantee in the amount of 5% of the proposal price is required with proposals over \$100,000.00. If a offeror fails to provide the required proposal guarantee, such failure will require rejection of the proposal.

L.23.2 Types of guarantees acceptable to the District of Columbia:

L.23.2.1 A bond provided by a surety in accordance with 27 DCMR Chapter 2708.

L.23.2.2 A certified check or irrevocable letter of credit issued by an insured financial institution in the equivalent amount of the security; or

L.23.2.3 United States government securities that are assigned to the District which pledge the full faith and credit of the United States.

L.24 ACCEPTANCE PERIOD:

The contractor agrees that its offer remains valid for a period of 120 calendar days from the submission date/time. However, if for administrative reasons, the District is unable to make an award within this time period, the CO will request the Contractor and his/her surety to extend the proposal guarantee for an additional 30 days.

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

M.1.1 Evaluation Procedures

The District shall evaluate proposals in accordance with the following criteria listed in descending order of importance:

(1) Technical Criteria (80 Total Points)

Criteria 1 - Contractor's Management Plan for Design and Construction

Criteria 2 – Team Experience and Past Performance

Criteria 3 – Contractor's Design Solution

Criteria 4 – Contractor and Team Members Organization and Professional Qualifications

M.1.2 Oral Presentations

Each Contractor shall make an oral presentation as scheduled by the District. Information presented by each Contractor at the oral presentations may be used by the District to increase its understanding of the Contractor's proposal. The oral presentation shall not be used by the Contractor to amend its proposal

(2) Price Evaluation (20 Points)

M.1.3 PRICE FACTOR

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

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

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

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

M.2.1 General Preferences

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

M.2.1.1 Any prime contractor that is 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, will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).

- M.2.1.2** Any prime contractor that is a resident-owned business (ROB) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.2.1.3** Any prime contractor that is a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.2.1.4** Any prime contractor that is a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.2.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.2.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

M.2.2 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 the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.2.3 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.2.4 Vendor Submission for Preferences

- M.2.4.1** Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its proposal, the following documentation, as applicable to the preference being sought:
- M.2.4.1.1** Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or
- M.2.4.1.2** Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.
- M.2.4.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: LSDBE Certification Program

441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

M.2.4.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.2.5 Mandatory Subcontracting Requirement

M.2.5.1 At least 50% of the dollar value of the ECPF Contract shall be subcontracted to small business enterprises. The three phases of this ECPF Contract are: Development; Architectural/Engineer Design; and Construction. The costs of materials, goods, and supplies shall not be counted towards this 35% subcontracting requirement unless such materials, goods, and supplies are purchased from SBEs.

M.2.5.2 If there are insufficient qualified SBEs to completely fulfill the subcontracting requirement of the preceding paragraph, then the subcontracting requirement may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified SBEs are significant participants in the overall subcontracting work.

M.2.6 LBE, SBE, or DBE Prime Contractor Performance Requirements

M.2.6.1 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.2.6.2 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.2.7 Prime Contractor Performance Requirements Applicable to Joint Ventures

M.2.7.1 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.2.7.2 If the total of the contracting effort, excluding the cost of materials, goods, and supplies, proposed to be performed by the LBE, SBE, or DBE is less than the amount required by the preceding paragraph, then the LBE, SBE, or DBE shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

M.2.8 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.3.9 Subcontracting Plan

Any prime contractor responding to this solicitation shall submit with its proposal a notarized statement detailing its subcontracting plan. Once the plan is approved by the Contracting Officer, changes will only occur with the prior written approval of the Contracting Officer and the Director of DSLBD. Each subcontracting plan shall include the following:

- M.2.9.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- M.2.9.2** A statement of the dollar value of the bid or proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- M.2.9.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- M.2.9.4** 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.2.9.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- M.2.9.6** 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.2.9.7** 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.2.9.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- M.2.9.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

M.2.10 Compliance Reports

By the 5th of every month following the execution of the contract, the prime contractor shall submit to the Contracting Officer and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

1. The dollar amount of the contract or procurement;
2. A brief description of the goods procured or the services contracted for;
3. The name of the business enterprise from which the goods were procured or services contracted;
4. Whether the subcontractors to the contract are certified business enterprises;
5. The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

6. A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.3.5; and
7. A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in section M.3.5.

M.2.11 Enforcement and Penalties for Breach of Subcontracting Plan

M.2.11.1 If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract, and as approved by the Contracting Officer and the Director of DSLBD, and the Contracting Officer determines the contractor's failure to be a material breach of the contract, the Contracting Officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

M.2.11.2 In addition, 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.