

SOLICITATION, OFFER, AND AWARD			1. Caption CM Services for the Design Build of Saint Elizabeths East Campus Stage 1 Infrastructure Improvements			Page of Pages 1 69, plus attachments	
2. Contract Number		3. Solicitation Number DCKA-2014-R-0002		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals(RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued 03/24/2014	
						6. Type of Market <input type="checkbox"/> Open <input checked="" type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: District Department of Transportation Office of Contracting and Procurement 55 M Street, SE – Suite 700S Washington, DC 20003				8. Address Offer to: Department of Transportation Office of Contracting and Procurement 55 M Street, SE Suite 700S Washington, DC 20003			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in original, one flash drive ,and <u>5</u> copies for furnishing the supplies or services in the Schedule will be received at 55 M Street, SE,4 th Floor, Washington, DC 20003 on Monday, April 14, 2014 until 2:00 pm local time							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact		A. Name Lisa Minor-Smith , Contract Specialist		B. Telephone (Area Code) 202 (Number) 671-2282 (Ext)			C. E-mail Address lisa.smith@dc.gov
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OFFER							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within ____ calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %	
		____ Calendar days %					
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):		Amendment Number		Date		Amendment Number	
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract			
15B. Telephone (Area Code) (Number) (Ext)			15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date
AWARD (TO BE COMPLETED BY GOVERNMENT)							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)			24. Award Date	

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 The Government of the District of Columbia’s Office of Contracting and Procurement (the District), on behalf of the District Department of Transportation (DDOT), seeks the services of a Contractor to perform Construction Management Services for Saint Elizabeths East Campus Stage One Infrastructure Improvements.

B.2 The District contemplates award of a fixed price type contract.

B.3 PRICE SCHEDULE

B.3.1 Base Year

Contract Line Item No. (CLIN)	Item Description	Total Price
0001	Provide Construction Management Services in accordance with the Statement of Work (SOW) and requirements as delineated in Sections C.5.1- C.5.1.22	\$ _____
GRAND TOTAL FOR B.3.1		\$ _____

B.3.2 Option Year 1

Contract Line Item No. (CLIN)	Item Description	Total Price
0001	Provide Construction Management Services in accordance with the Statement of Work (SOW) and requirements as delineated in Sections C.5.1- C.5.1.22	\$ _____
GRAND TOTAL FOR B.3.2		\$ _____

B.3.3 Option Year 2

Contract Line Item No. (CLIN)	Item Description	Total Price
0001	Provide Construction Management Services in accordance with the Statement of Work (SOW) and requirements as delineated in Sections C.5.1- C.5.1.22	\$ _____
GRAND TOTAL FOR B.3.3		\$ _____

B.3.4 Option Year 3

Contract Line Item No. (CLIN)	Item Description	Total Price
0001	Provide Construction Management Services in accordance with the Statement of Work (SOW) and requirements as delineated in Sections C.5.1- C.5.1.22	\$ _____
GRAND TOTAL FOR B.3.4		\$ _____

B.4 An offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

SECTION C STATEMENT OF WORK

C.1 SCOPE OF WORK

C.1.1 The Government of the District of Columbia’s Office of Contracting and Procurement (the District), on behalf of the District Department of Transportation (DDOT), seeks the services of a Contractor to perform Construction Management Services for Saint Elizabeths East Campus Stage One Infrastructure Improvements.

C.2 APPLICABLE DOCUMENTS

- The following documents are applicable to this procurement and are hereby incorporated by this reference:

Item No.	Title	Date	Location
1	Standard Contract Provisions (SCPs)	March 2007	www.ocp.dc.gov
2	Procurement Practices Reform Act	April 2011	www.ocp.dc.gov

C.3 DEFINITIONS AND ACRONYMS

- These terms when used in this RFP have the following meanings:

- C.3.1 NEPA- National Environmental Policy Act
- C.3.2 FEMA- Federal Emergency Management Agency
- C.3.3 EA- Environmental Assessment
- C.3.4 FONSI- Finding of No Significant Impact
- C.3.5 CA – Contract Administrator or Project Engineer

C.4 BACKGROUND

The District has been diligently developing a physical redevelopment plan and complimentary economic development strategy to guide the revitalization of the East Campus of Saint Elizabeths and surrounding communities. While the planned consolidation of the Department of Homeland Security

and eventual location of 14,000 -17,000 employees on the West Campus directly across Martin Luther King (MLK) Jr. Ave – was the initial impetus for this planning, the redevelopment of the East Campus has become a critical project in realizing the District’s goals of fiscal stability, job creation, and economic competitiveness. Success is most critical here as the communities surrounding Saint Elizabeths are among the most economically distressed in the District. Redevelopment offers the opportunity to provide amenities for local communities and the forthcoming future 4,400 Coast Guard employees – set to arrive on the West Campus in May 2013 – while creating a new center for innovation which will serve to further diversify the District’s economy. There are three distinct economic development goals for the Saint Elizabeths East Campus redevelopment:

- Build an environment (both programmatic and physical) that encourages entrepreneurial businesses in dynamic and innovative sectors to grow in DC, and allows federal government agencies to partner with the private sector in support of innovation and commercialization.
- Serve as the centerpiece for District-wide efforts to diversify the local economy and enable DC-based businesses to reduce reliance on federal procurement contracts and increase their competitiveness in private sector global markets.
- Promote DC’s existing social and economic assets, and build capacity in under-served communities, to ensure District residents and businesses participate in economic opportunities at Saint Elizabeths.

The redevelopment effort is now transitioning into an implementation phase, and the District is engaged in a process of soliciting development and programmatic partners, as well as working closely with partner agencies to complete site entitlements including matter-of-right zoning. Infrastructure development is critical to supporting the above vision and as such the scope contained here has been prioritized by the District.

The project is located on of the 118 acre east campus of the former Saint Elizabeths mental hospital. It will be redeveloped in two stages over the next 20 years into a mixed use site. The master plan for development calls for new residential, retail, educational and business uses on the site. There will be adaptive re-use of approximately 1 million square feet (SF) of existing historical buildings on the site. An additional 4 million SF of new development as well as a 750,000 SF Federal Emergency Management Agency (FEMA) headquarters building are planned for the East Campus. Hospital operations have been moved to a new parcel east of the redevelopment sites. New infrastructure

systems and transportation systems will be needed to serve the new uses and the increased density of the development.

The Saint Elizabeths East Campus Stage 1 Preliminary plan sets the framework for the design and construction of the infrastructure and roadway systems to serve the campus at build out conditions, with two distinct stages of construction presently planned.

Previous work completed on the east campus related to this project includes:

- National Environmental Policy Act (NEPA) work for Roadway plans and 30% Roadway plans. This effort has resulted in a completed Environmental Assessment (EA) for the impacts of the redevelopment and the proposed roadway system. A Finding of No Significant Impact (FONSI) was obtained by DDOT 2012.

C.5 REQUIREMENTS

C.5.1 The Contractor shall be responsible for Oversight, Management and Quality Assurance of the design and construction work to be provided by the District’s Design Build Contractor (DB Contractor) for the Stage 1 Infrastructure Improvement of Saint Elizabeths East Campus. The Contractor shall perform, but not be limited to, the following tasks:

C.5.1.1 Supervision and Inspection

The Contractor shall monitor the activities of the Contractor for compliance with all District and federal laws, ordinances, regulations, requirements, precautions, orders and decrees.

The Contractor shall maintain a qualified, full-time inspection staff at the job site for the inspection and coordination of the Project as well as coordination with the Contract Administrator (CA). The Contractor shall designate a registered Professional Engineer, whose registration is acceptable to the District’s Board of Registration for Professional Engineers to direct all management aspects of the project and to approve all tasks set forth in this project scope.

C.5.1.1.1 The Contractor shall ensure staff remains on site to monitor and manage work of the DB Contractor at all times, including instances where work times extend beyond normal working hours or are during late night hours.

C.5.1.1.2 The Contractor shall inspect the work of the DB Contractor on the project from the DB

Contractor's NTP start date start through final completion and acceptance by the District. The Contractor shall ensure the permanent materials furnished and work performed, by the DB Contractor, are in accordance with all contract requirements as well as the approved shop and working drawings.

C.5.1.1.3 The Contractor shall document receipt of certifications for materials as is required by the DB Contractor and shall take reasonable measures to mitigate the potential incorporation of unapproved or uncertified materials into the work.

C.5.1.1.4 The Contractor shall prepare written notification to the CA and DB Contractor when work or permanent material fails to conform to the contract requirements. In the event interpretation or intent of contractual documents becomes necessary during construction, the Contractor shall provide to the CA all information and data relative to the interpretation.

C.5.1.1.4 The Contractor shall make recommendations when requested by the CA.

C.5.1.2 Procedures

Within ten (10) working days from the Notice to Proceed (NTP) date, the Contractor shall establish written procedures for coordination with the Project Engineer, the DB Contractor, utility companies, and all involved governmental entities whom are a party to any phase of this Project.

C.5.1.3 Preparation of Correspondence

The Contractor shall prepare correspondence, pertaining to the project, for the review and signature of the DDOT's Project Engineer and the Contracting Officer. Correspondence shall include but not be limited to:

- a. correspondence received from the DB Contractor;
- b. necessary notifications and advisements to the DB Contractor;
- c. requests for information (RFI);
- d. transmittal letters;
- e. submittals and findings of fact;
- f. meeting minutes;
- g. proposed change orders, time extensions;

- h. responses to claims;
- i. intergovernmental memoranda;
- j. memoranda to the file; and
- k. other written communication requested by the Contract Administrator (CA).

The Contractor shall submit drafts prepared correspondence for review by the CA, as deemed necessary by the CA. The Contractor shall ensure correspondence is prepared in accordance with the time schedule established by the Project Engineer.

C.5.1.4 Job Site Records

The Contractor shall maintain accurate and detailed records of the Project during all stages of construction. The Contractor shall maintain detailed daily diaries of events as well as daily inspector reports of job site or project related occurrences. The Contractor's job site information shall include, but not be limited to, pertinent project related information such as:

- a. descriptions of work progress;
- b. specific problems encountered, corrective actions taken, labor disputes;
- c. contract documents and all incorporated attachments;
- d. Contracting Officer correspondence;
- e. modifications, change orders and time extensions;
- f. general correspondence, transmittal letters, meeting minutes;
- g. claims
- h. test requests, test results, material certifications, concrete mixing records, samples;
- i. shop drawings;
- j. submittals
- k. catalog cuts;
- l. progress schedule file inclusive of progress photographs;
- m. reading file;
- n. utility files and agreements;
- o. quality assurance records;
- p. material deliveries and supporting documentation;
- q. value engineering documentation;
- r. obstruction notices, construction progress reports, findings of fact;
- s. weekly training reports;
- t. design builder's correspondence, subcontractors and suppliers [correspondence]

- u. quantity computations
- v. partial payment records,
- w. daily personnel and equipment records, accident reports, certifications; and
- x. other related documents deemed necessary by the CA.

C.5.1.4.1 The Contractor shall maintain logs of all records and shall provide access to these files to the CA or other authorized District representatives, as deemed by the CA, upon request. The Contractor shall provide the contract files to the CA, prior to contract close out and final payment.

C.5.1.5 Meetings

The Contractor shall conduct a preconstruction meeting, to be attended by all stakeholders, and act as liaison in subsequent meetings with their representatives and the Contractor. The Contractor shall also schedule and conduct conferences and other related project meetings as needed. The Contractor shall be responsible for the preparation and distribution of meeting minutes to stakeholders, as directed by the CA.

C.5.1.6 Contract Scheduling

The Contractor shall obtain, review, evaluate the DB Contractor's CPM schedule, resource analysis and subsequent updates for conformance to the contract requirements and recommend acceptance or rejection to the CA. The Contractor shall complete the review and evaluation of the Contractor's CPM schedule within eighteen (18) calendar days from receipt of submission by the DB Contractor.

C.5.1.6.1 The Contractor shall utilize all available resources to effect completion of the project by the calculated completion date and provide regular surveillance of the DB Contractor's activities for conformance to the approved schedule.

C.5.1.6.2 The Contractor shall provide timely written notice to the CA when the DB Contractor is not in compliance with the approved schedule. Program the Contractor's approved CPM (Primavera Planner P6 compatible) into the computer or receive the Contractor's data files and monitor the schedule using computerized software. Record and analyze delays caused by the Contractor or the District, or others.

C.5.1.7 Design Review

The Contractor shall review construction plans, design calculations and documents, as submitted by the DB Contractor. Within 10 working days after NTP, the Contractor shall provide, to the CA, recommendations on the documents for safety, cost effectiveness and long term durability, evaluate proposed materials for compliance of design build contract, evaluate the pavement design report, review all utility design plans, and other activities as requested by the CA.

As part of the design review, the Contractor shall:

- a. Determine whether the design shown on the construction drawing will yield a safe, cost effective, and durable infrastructure.
- b. Confirm the infrastructure has been designed in compliance with the applicable design criteria and specifications.
- c. Determine whether the infrastructural concepts with regard to constructability and future maintenance are acceptable.
- d. Confirm the design will provide an acceptable service level for the intended life of the structure.
- e. Review comments, suggestions, etc. by other review agencies and stakeholders, such as utility companies.
- f. Submit conclusions and recommendations to the Department in writing. Additional calculations, if necessary to support the findings, will be included in the submittal.

C.5.1.7.1 The Contractor shall review the preliminary plans, or other documents or material submitted at various stages in the development of the design, the Contractor shall review the partially completed plans or other documents.

C.5.1.7.2 Prior to the final acceptance of the construction plans by the Department, the Contractor will review the final plans package, design calculations, quantity calculations, and other details. Evaluate the monetary value of the Value Engineering Change Proposals (VECPs) and recommend to the Project Engineer acceptance or rejection complete with substantiation for such recommendation.

C.5.1.8 Shop and Working Drawings

The Contractor shall review structural shop and working drawings as well as other pertinent submittals provided by the DB Contractor to support construction services for the project. The Contractor's review of shop drawings and material certifications shall ensure compliance with

the contract specifications and drawings.

C.5.1.8.1 The Contractor shall complete its review of all shop and work drawings within 10 working days. It is the District's expectation that no more than one initial submittal and one re-submittal shall be required for completion of any reviews.

C.5.1.8.2 The District upholds that sole responsibility for the correctness of dimensions, details, quantities and safety during fabrication and erection shall remain with the DB Contractor

C.5.1.9 Assurance of Material Quality

The Contractor shall review for laboratory test reports and material certifications, as required of the DB Contractor, for contract conformance. The Contractor shall confirm that all materials meet the contract requirements, unless such requirements are expressly waived by the CA for which the DB Contractor must show written evidence of such waiver.

C.5.1.9.1 The Contractor shall document its actions concerning materials rejected because of non-conformance to the contract requirements. In such instances, the Contractor shall obtain and submit materials and samples for testing to the DDOT QA/QC Division as specified in the DB Contract. The Contractor shall ensure materials and samples, sent forth for testing, are identified as follows:

- i. material or product name;
- ii. intended use;
- iii. source;
- iv. date of submission;
- v. person submitting; and
- vi. Project name and number.

Materials suitable for testing by the QA/QC Division shall include:

- i. job mix formulas;
- ii. mix designs and composition materials for bituminous mixtures;
- iii. Portland-Cement-Concrete;
- iv. masonry concrete;
- v. tack coat;
- vi. prime coat;
- vii. base course;

- viii. embankment fill;
- ix. structural backfill;
- x. steel reinforcement;
- xi. water-stop;
- xii. curing compounds;
- xiii. sealers;
- xiv. welded wire fabric;
- xv. brick;
- xvi. post tensioning wire;
- xvii. strands;
- xviii. bars;
- xix. tendon grout mix;
- xx. neoprene bearings;
- xxi. anchor bolts;
- xxii. paint; and
- xxiii. any other material requiring testing by the QA/QC Division.

C.5.1.9.2 The Contractor shall be responsible for the performance of bituminous and Portland cement concrete plant inspections.

C.5.1.9.3 The Contractor shall notify the QA/QC Division of planned Portland cement concrete and asphaltic concrete placement one day in advance of such planned work.

C.5.1.9.4 The Contractor shall perform testing of concrete at the job site and shall ensure the temperature of asphalt mixes delivered to the job site conforms to the contract requirements. The Contractor shall prepare and maintain concrete mixing records, in accordance with DDOT requirements.

C.5.1.10 Contractor's Resources

The Contractor shall provide the District with the project specific Independent Estimate and Analysis. The Contractor shall also monitor the adequacy of the DB Contractor's progress, schedule, personnel and equipment and the availability of necessary materials and supplies for conformance to the contract requirements.

C.5.1.10.1 If the Contractor determines the DB Contractor's resources, operations or procedures may lead to a delay or the lack of compliance with District or Federal requirements, the Contractor shall notify the CA, in writing, of its determination and provide

recommendations to mitigate the delay.

C.5.1.11 Correction of Discrepancies and Deficiencies

The Contractor shall notify the CA, in writing, of any and all discrepancies and deficiencies found in the permanent work provided by the DB Contractor.

C.5.1.11.1 If requested by the CA, the Contractor shall make recommendations for correction and assist the CA in assessing the DB Contractor's compliance with DDOT's requests for correction.

C.5.1.11.2 In the event the DB Contractor fails or refuses to correct such discrepancies or deficiencies, the Contractor shall report the same to the CA. The Contractor is not authorized to change the DB Contractor's scope of work to address discrepancies or deficiencies nor shall Contractor assume responsibility for the DB Contractor's performance.

C.5.1.12 DB Contractor's Payments

The Contractor shall review the DB Contractor's invoices for payment in accordance with the contract documents.

C.5.1.12.1 The Contractor shall review the DB Contractor's monthly payment request for accuracy with the schedule, recommend the amount for monthly progress payments and notify the CA of any inconsistencies.

C.5.1.12.2 The Contractor shall recommend, to the CA, the amount of the final payment to be made to the DB Contractor based on the Contractor's computation of quantities. The Contractor shall prepare all computations and payment requests using DDOT standard forms and approved formats. The Contractor shall also ensure separate back-up documents of payment recommendations are maintained in an orderly manner.

C.5.1.13 Surveys

The Contractor shall check base line points, benchmarks and provide other surveying services, as directed by the CA.

C.5.1.13.1 The Contractor shall report all discrepancies in the established base lines and benchmarks to the CA and recommend solutions.

C.5.13.1.2 After the Contractor has established his controls and detailed layouts, the Contractor shall assess and monitor such controls and layout for conformance with the DB contract requirements. Depending upon the DB contract details, the Contractor's assessment shall include all:

- a. Walls;
- b. Footings;
- c. Sewers;
- d. water lines;
- e. curbs;
- f. gutters;
- g. roadways; or
- h. other construction feature requiring layout.

C.5.1.13.3 The Contractor's assessment shall be performed prior to construction, so as to not create any delay for the DB Contractor. The Contractor shall report all discrepancies found, as a result of its assessment, to the CA and the DB Contractor and provide recommendations for resolution.

C.5.1.14 Progress Reports and Records

The Contractor shall submit monthly written progress reports to the CA, inclusive of, but not limited to, information concerning the work of the Contractor, the percentage of completion, and the number and dollar value of change orders. The Contractor's progress reports shall be submitted within five (5) working days of the conclusion of each month.

C.5.1.15 Change Orders

The Contractor shall provide preliminary review of any changes to the DB Contractor by the DB Contractor. If the Contractor finds merit in the proposed change, the Contractor shall make written recommendations to the CA, inclusive of detailed justifications and cost estimates, as the Contractor may consider necessary.

C.5.1.15.1 Upon approval and direction by the CA, the Contractor shall assist the CA or designated DDOT Personnel in the preparation of change orders, in accordance with DDOT guidelines.

C.5.1.15.2 When requested by the CA, the Contractor shall participate in the negotiation of final

change order price with DDOT and the DB Contractor. The Contractor shall submit recommendations, complete with substantiation, regarding negotiations to the CA.

C.5.1.16 Value Engineering Change Proposals (VECPs)

In instances where the DB Contractor proposes VECPs, the Contractor shall review and evaluate the monetary value and cost or price reasonable of the proposed change. The Contractor shall provide a recommendation, complete with substantiation, to the CA for acceptance or rejection of the proposed VECP.

C.5.1.17 Claims

The Contractor shall maintain documentation of all contractual liability claims.

C.5.1.17.1 In the event that a claim, arising under or in any way relating to the DB construction contract, is brought against the District, the Contractor shall prepare draft correspondence, inclusive of all supporting documentation, for the review and signature of the Contracting Officer, following approval by the CA.

C.5.1.17.2 The Contractor shall receive, investigate and answer all complaints and inquiries from property owners, citizens and officials, in collaboration with the DB Contractor.

C.5.1.17.3 The Contractor shall maintain a log showing the disposition of each complaint or inquiry. The Contractor shall refer unresolved complaints, with recommendations, to the CA.

C.5.1.18 Safety

The Contractor shall identify and notify the DB Contractor and the CA of any safety concerns. The Contractor shall follow up until the safety concern has been addressed.

C.5.1.18.1 The DB Contractor shall have the sole responsibility for conducting its operations in a manner, which ensures safe working conditions at all times for all employees, subcontractors, outside contractors as well as any others who may come in contact with, or be exposed to, any area of the job site.

C.5.1.19 As-Built Drawings and Specifications

The Contractor shall maintain a current marked set of as-built drawings and specifications, at the job site. The Contractor shall identify known deviations, changes, change orders, as-constructed depths, and other modifications as annotated by the DB contractor.

C.5.1.19.1 Upon completion of construction, the Contractor shall provide the CA with a complete set of marked as-built drawings and specifications.

C.5.1.20 Final Inspection

The Contractor shall facilitate the final inspection of the construction project. The Contractor shall prepare the punch list, resulting from the final inspection, and provide copies to both the CA and the DB Contractor.

C.5.1.20.1 The Contractor shall verify all items on the punch list are completed by the DB Contractor, in accordance with the DB contract.

C.5.1.20.2 The Contractor shall, upon verification, provide the CA with a letter, documenting the Project was constructed in substantial conformance with the DB contract requirements. The Contractor's letter shall delineate any changes or deviations from the DB Contract.

C.5.1.21 Final Reports

The Contractor shall prepare all final reports required by DDOT including the final payment voucher, material certification and analysis of overrun and under run of quantities.

C.5.1.21.1 The Contractor shall analyze and report on the Contractor's time of completion and prepare any justifiable time extension or recommend assessment of liquidated damages and incentive or disincentive charges as appropriate.

C.5.1.21.2 The Contractor shall provide the CA all project records, as a part of its final report submission, in accordance with District standards and requirements.

C.5.1.21.3 In addition, the Contractor shall return to the CA any original calculations, survey notes, engineering or other data provided by the District. The Contractor shall provide certifications, thereon, of all original as-built plans, calculations, maps, engineering data, final estimates and any other engineering data produced by the Contractor. The Contractor shall submit all documents, prepared by the DB Contractor and its subcontractors, in pursuance of the terms of the project execution to the CA.

C.5.1.22 Maintenance of Records

The Contractor shall maintain all books, documents, papers, accounting records and other evidence, pertaining to the cost incurred during the performance of the work under this project. The Contractor's records shall include all work performed during the preparation of proposals and shall be saved electronically and provided to the CA at the completion of the project.

SECTION D PACKAGING AND MARKING

D.1 The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

SECTION E INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for this contract shall be governed by clause number *six (6), Inspection of Services* of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

E.1.1 Performance monitoring will be conducted by the Contract Administrator (CA). The CA will not become involved in the Contractor's staffing or individual work activities.

SECTION F DELIVERABLES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of three (3) years from date of award specified on the cover page of this contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of three (2) one year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the Section B of the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years.

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following:

Reference		Delivery	
C.5.1.1	Contractor shall maintain a qualified, full-time inspection staff at the job site for the inspection and coordination of the Project as well as coordination with the Contract Administrator (CA).	To be determined by CA	After Notice to Proceed is issued.
C.5.1.2	The Contractor shall establish written procedures for coordination with the Project Engineer, the DB Contractor, utility companies, and all involved governmental entities whom are a party to any phase of this Project.	To be determine by CA	10 days after signed Notice to Proceed.
C.5.1.3	Preparation of correspondence	To be determined by CA	To be determined by CA
C.5.1.4	Job Site Records	To be determined by CA	Upon request
C.5.1.5C	The Contractor shall conduct a preconstruction meeting and act as liaison in subsequent meetings with their representatives and the Contractor.	To be determined by CA	To be determined by CA

DCKA-2014-R-0002

Construction Management Services for the
Design Build of Saint Elizabeth East Campus Stage 1 Infrastructure Improvements

C.5.1.6	The Contractor shall obtain, review, evaluate the DB Contractor's CPM schedule, resource analysis and subsequent updates for conformance to the contract requirements and recommend acceptance or rejection by the CA.	To be determined by CA	Within 18 calendar days from receipt of submission by DB Contractor
C.5.1.7	The Contractor shall review construction plans, design calculations and documents	To be determined by CA	Within 10 days after Notice to Proceed
C.5.1.8	The Contractor shall review structural shop and working drawings	To be determined by CA	Within 10 days after Notice to Proceed
C.5.1.9	The Contractor shall review for laboratory test reports and material certifications	To be determined by the CA	To be determined by CA
C.5.1.10	The Contractor shall provide the District with the project specific Independent Estimates and Analyses	To be determined by the CA	To be determined by CA
C.5.1.11	The Contractor notify the CA in writing of any and all discrepancies and deficiencies found in the permanent work provided	To be determined by the CA	To be determined by the CA

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	by the DB Contractor		
C.5.1.12	The Contractor shall review the DB contractor's invoices for payment in accordance with the contract documents	To be determined by the CA	To be determined by the CA
C.5.1.13	The Contractor shall check base line points, benchmarks and provide other surveying services; report all discrepancies in the established base lines and benchmarks; the contractor	To be determined by the CA	To be determined by the CA
C.5.1.14	The Contractor shall submit monthly written progress reports.	To be determined by CA	Five working days after the conclusion of the month
C.5.1.15	The Contractor shall provide preliminary review of change orders to the DB Contractor; make written recommendations, inclusive of detailed justifications and cost estimate; assist the CA or designated DDOT personnel in preparation of change orders in accordance with DDOT guidelines; when requested by the CA, the	To be determined by CA	As needed

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	Contractor shall participate in final change order price with DDOT and the DB Contractor.		
C.5.1.16	The Contractor shall review and evaluate the monetary value and cost or price reasonable of proposed value engineering change proposals	To be determined by the CA	
C.5.1.17	The contractor shall maintain documentation of all contractual liability claims; receive, investigate and answer all complaints and inquiries from property owners; maintain a log showing the disposition of each complaint and inquiry.	To be determined by the CA.	
C.5.1.19	Upon completion of construction, the Contractor shall provide the CA with a complete set of marked as-built drawings and specifications	To be determined by the CA	Within 30 days of completion of construction
C.5.1.20	The Contractors shall prepare a punchlist, resulting from final	To be determined by the CA	

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	inspection and provide copies to both the CA and the DB Contractor; upon verification, provide the CA with a letter, documenting the project's substantial conformance with the DB contract requirements		
C.5.1.21	The Contractor shall prepare all final reports required by DDOT, including final payment voucher, material certification and analysis of overrun and under run of quantities	To be determined by the CA	

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.

SECTION G CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

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

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

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the CA specified in Section G.9 below. The address of the CFO is:

George Dines, ACFO
Office of the Controller/Agency CFO
2000 14TH Street, NW, 6th Floor
Washington, DC 20009
Telephone: 202-671-2300

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

G.2.2.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

- 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 in G.2.2.6 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 Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- G.3.2** No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
 - "Payment will be made on completion and acceptance of each item in accordance with the agreed upon delivery schedule".
- c) Presentation of a properly executed invoice.

G.4 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

G.5 THE QUICK PAYMENT CLAUSE

G.5.1 Interest Penalties to Contractors

- G.5.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:
- a) the 3rd day after the required payment date for meat or a meat product;
 - b) the 5th day after the required payment date for an agricultural commodity; or
 - c) the 15th day after the required payment date for any other item.
- G.5.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.5.2 Payments to Subcontractors

- G.5.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:
- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
 - b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
- G.5.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:
- a) the 3rd day after the required payment date for meat or a meat product;
 - b) the 5th day after the required payment date for an agricultural commodity; or
 - c) the 15th day after the required payment date for any other item.
- G.5.2.3** 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.5.2.4** 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.5.3 Subcontract requirements**
- G.5.3.1** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.6 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

Name: Courtney B. Lattimore
Title: Contracting Officer
Agency: District Department of Transportation
Office of Contracting and Procurement
Address: 55 M Street S.E., 7th Floor
Washington, DC 20003
Telephone: (202) 671-2270

G.7 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.7.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.7.2 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 Contracting Officer.
- G.7.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.8 CONTRACT ADMINSTRATOR (CA)

- G.8.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
 - G.8.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
 - G.8.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.8.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.8.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

G.8.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.8.2 The address and telephone number of the CA is:

Name: Mr. Keith Foxx, PE
Address: DDOT/IPMA
4TH Floor
55 M Street, SE
Washington, DC 20003
Email: Keith.Foxx@dc.gov

G.8.3 The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

G.8.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 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:

H.1.1.1 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.

H.1.2 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("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.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 13, dated 06/19/2013 issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, 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.

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 CA 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 CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.5 51% District Residents New Hires Requirements and First Source Employment Agreement

- H.5.1** For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* ("First Source Act").
- H.5.2** The contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:
 - H.5.2.1** The first source for finding employees to fill all jobs created in order to perform this contract shall be the First Source Register; and
 - H.5.2.2** The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.
- H.5.3** The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.
- H.5.4** The contractor agrees that at least 51% of the new employees hired to perform this contract shall be District residents.

H.5.5 The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.

H.5.6 With the submission of the contractor's final request for payment from the District, the Contractor shall:

H.5.6.1 Document in a report to the CO its compliance with its Employment Agreement; or

H.5.6.2 Submit a request to the CO for a waiver of compliance with its Employment Agreement, which must include the following documentation:

- (a)** Material supporting a good faith effort to comply;
- (b)** Referrals provided by DOES and other referral sources; and
- (c)** Advertisement of job openings listed with DOES and other referral sources.

H.5.7 The CO may waive the provisions of its Employment Agreement if the CO finds that:

H.5.7.1 DOES has certified that the contractor has demonstrated a good faith effort to comply;

H.5.7.2

- (a)** The Contractor is located outside the Washington Standard Metropolitan Statistical 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, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson;
- (b)** None of the contract work was performed inside the Washington Standard Metropolitan Statistical Area;
- (c)** The contractor published each job opening or part-time work needed for seven (7) calendar days in a District newspaper of city-wide circulation; and
- (d)** DOES certifies that there are insufficient eligible applicants from the First Source Register that possess the skills required by the positions, or the eligible applicants are not available for part-time work or do not have the means to travel to the onsite job; or

- H.5.7.3** The Contractor enters into a special workforce development training or placement arrangement with DOES.
- H.5.8** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- H.5.9** If the contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the contractor fails to meet its hiring requirements.
- H.5.10** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- H.5.11** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 Disputes**.
- H.5.12** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.
- H.6 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 programs and activities. See 29 U.S.C. § 794 *et seq.*
- H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**
- During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*
- H.8 WAY TO WORK AMENDMENT ACT OF 2006**
- H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code

§2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

- H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;

- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.8.9 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.

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

- H.9.1.1** For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.
- H.9.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting 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 small business enterprises are significant participants in the overall subcontracting work.
- H.9.1.3** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

H.9.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

- H.9.2.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
 - H.9.2.4 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;
 - H.9.2.5 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;
 - H.9.2.6 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;
 - H.9.2.7 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;
 - H.9.2.8 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
 - H.9.2.9 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.
- H.9.3 Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

- H.9.3.1 The dollar amount of the contract or procurement;

- H.9.3.2** A brief description of the goods procured or the services contracted for;
- H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;
- H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.9.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.9.3.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.9.4 Subcontractor Standards

- H.9.4.1A** prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

H.9.5 Enforcement and Penalties for Breach of Subcontracting Plan

- H.9.5.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- H.9.5.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.9.5.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

SECTION I CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the solicitation and resulting contract.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of Continuation of the Contract beyond the current fiscal year is contingent upon availability of funding.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. Data includes technical data and computer software. Data does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. Technical data may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The technical data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and

computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** "Computer Software", as used herein means computer programs and computer databases.
- I.5.4** "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.5** "Computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
 - I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
 - I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
 - I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless

- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract
No. _____ with (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the CO is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any

paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.6 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.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. 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.

I.8 INSURANCE

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

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

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

- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

- F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.

- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Name: Courtney B. Lattimore
Title: Contracting Officer
Agency: District Department of Transportation
Office of Contracting and Procurement
Address: 55 M Street S.E., 7th Floor
Washington, DC 20003
Telephone: (202) 671-2270

- H. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any

damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

The contract awarded as a result of this RFP will contain the following clause:

ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.12 GOVERNING LAW

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on "Required Solicitation Documents"
J.2	U.S. Department of Labor Wage Determination No. 2005-2103, Revision No. 13, dated 06/19/2013
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Required Solicitation Documents"
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Required Solicitation Documents"
J.5	Way to Work Amendment Act of 2006 – 2014 Living Wage Notice available at www.ocp.dc.gov click on "Required Solicitation Documents"
J.6	Way to Work Amendment Act of 2006 - 2014 Living Wage Fact Sheet available at www.ocp.dc.gov click on "Required Solicitation Documents"
J.7	Tax Certification Affidavit available at www.ocp.dc.gov click on "Required Solicitation Documents"
J.9	Subcontracting Plan Form available at www.ocp.dc.gov click on "Required Solicitation Documents"

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Construction Management Services for the
Design Build of Saint Elizabeth East Campus Stage 1 Infrastructure Improvements

Attachment Number	Document
J.10	Contractor Work History Form
J.11	Key Personnel Resume Form
J.12	RFP Checklist

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Construction Management Services for the
Design Build of Saint Elizabeth East Campus Stage 1 Infrastructure Improvements

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Bidder/Offeror Certification Form

- available at www.ocp.dc.gov click on "Required Solicitation Documents"

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award single contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the District, price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

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

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original, one electronic copy on a flash drive and five (5) hard ***copies*** of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: ***"Proposal in Response to Solicitation No. DCKA-2014-R-0002, Construction Management Services for the Design Build of Saint Elizabeths East Campus Stage 1 Infrastructure Improvements, Vendor Name"***

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

L.2.1 Proposal Instructions

L.2.1.1 Technical Proposal

The Proposal shall include all information outlined in this Section. Offerors shall complete the RFP checklist, Attachment J.12 and include it as part of their technical proposal. The Checklist is to aid the Offeror in ensuring all submittal requirements have been included in the Offeror's proposal submission.

L.2.1.1.1 Letter of Submittal

The Offeror's Letter of Submittal shall be on the Offeror's letterhead and include the following supporting documentation;

- A. The Offeror's expression of interest in being selected for the Project and brief summary of Qualifications.
- B. Designation of the individual who will serve as the Offeror's Point of Contact (POC), including the POC's title, address, phone and email address.
- C. The signature of the authorized representative of the Offeror's organization. All signatures shall be original and signed in ink.
- D. A statement of the commitment of the key personnel identified in the proposal to the extent required to meet DDOT's schedule and quality expectations.
- E. Completed First Source Agreement (Attachment J.4)
- F. Completed Tax Certification Affidavit (Attachment J.7) and Bidder/Offeror Certification Form (Attachment J.7)
- G. Completed Subcontracting Plan (Attachment J.8), reflecting the mandatory 35% subcontracting requirement.

L.2.1.1.2 Project Understanding and Management Plan

- A. Provide a general discussion of its understanding of the tasks involved in the Project and demonstrate comprehension of the context of the entire project concept, as it relates to the Master Plan, which may be reviewed at stelizabethseast.com. Offerors should identify three (3) most critical potential issues on the Project. Illustrate clearly and concisely the technical and institutional elements that must be addressed by the contractor, DDOT, and Offeror to achieve a successful completion of the Project.

- B. Discuss understanding of the Quality Assurance requirements for the Project in terms of Design Review, Construction Auditing, and Record Keeping.
- C. Discuss in detail the Management Plan to be employed to effectively supervise all aspects of the project from Contract Award to Project Close-out. The management plan should:
 - i. Outline key community relations issues and the process that will be taken to address them.
 - ii. Explain understanding of Partnering and how it will be implemented for specific tasks and issues on the Project.
 - iii. Provide an Organizational Chart which outlines the “chain of command, identifies the major functions to be performed and the associated reporting relationships.

L.2.1.1.3 Construction Management Team Qualifications

- A. Identify and provide information about the Key Personnel listed below.
- B. The Offeror must include key personnel’s education information, certifications & registration relevant to this project, minimum of 10 years’ experience on similar projects stating job title and roles and responsibilities on those projects, and references for the project should include a contact name, current address & telephone number for each project listed. This information is to be provided on the Key Personnel Resume Form (Attachment J.11). Resumes for individuals **who are not** identified as Key Personnel **should not** be included in the Proposal.
- C. The following key personnel are considered to be the most essential team members and must be part of the Offeror’s team.
 - i. **Project Manager**

This individual will be responsible for the overall Project Management, quality, and contract administration. This person is responsible for ensuring personnel and other resources are made available for the Project. This person shall be committed to this project on a full time basis. This person shall specify a design build project management experiences for a minimum of 3 years. Identify this person’s experience working with DDOT, local agencies and regulatory agencies in a similar capacity.

ii. Construction Engineer

This individual will actively monitor the day to day construction activities and record compliance. This individual must be committed to the Project 100% of the time. List similar projects for which this person has performed a comparable function within the last 10 years. Identify this person's experience working with DDOT, local agencies, and regulatory agencies in a similar capacity.

iii. Design Engineer

This individual will actively review design documents prepared by Design Build Contractor. This Design Engineer will be utilized as needed basis. List similar projects for which this person has performed a comparable function within the last five years. Identify that person's experience working with DDOT, local agencies, and regulatory agencies in a similar capacity.

iv. Quality Assurance Engineer

This individual will actively manage the Quality Assurance Program of the Project. Identify other projects this person will be involved with concurrently and time committed to each project. List similar projects for which this person has performed a comparable function within the last five years related to Quality Assurance. Identify that person's experience working with DDOT, local agencies, and regulatory agencies in a similar capacity.

v. Construction Inspector

These individuals will actively monitor and record compliance for construction activities. This project may require two inspectors in the daily basis to monitor construction activities; therefore, submit resumes for these individuals. List similar projects for which this person has performed a comparable function within the last 10 years. Identify this person's experience working with DDOT, local agencies, and regulatory agencies in a similar capacity.

vi. Civic Engagement Manager

This individual will provide civic engagement and conflict resolution services in support of the Saint Elizabeth's East Campus endeavor. Will

provide DDOT with overall civic engagement guidance on how to engage and inform residents, businesses, Advisory Neighborhood Commissions, and civic associations on implementation of the Saint Elizabeth's East Campus Project.

L.2.1.1.3 Past Performance and Prior Experience:

- A. The Offeror should provide firm's experiences providing Construction Management services for 3 similar Design-Build projects in an urban setting within the past 10 years. The information shall include project size, budget inclusive of change orders, and role of the firm. Describe, in detail, the organizational structure of the project team. Provide a description of any teaming arrangements, the functional roles and organizational structure of each team member, including key sub-Contractors, if applicable.
 - i. To the extent possible, list which involve team members proposed for this Project, have worked on any of the projects submitted as prior experience.
- B. Information should be submitted on the Work History Form (Attachment J.10). A narrative description may accompany the Work History Form for each project; narrative should be limited to one page per project.

L.2.1.1.4 First Source Employment Plan

Offerors must provide:

- A. Descriptions of the health and retirement benefits provided to employees who worked on any of the bidder or offeror's past three (3) completed projects or contracts;
- B. A description of the bidder or offeror's efforts to provided District residents with ongoing employment and training opportunities after they complete work on the job for which they were initially hired; and
- C. A disclosure of past, compliance with the Workforce Act and the Davis-Bacon Act of 1931, approved on March 3, 1931 (46 Stat. 1494; 40 U.S.C §3141 *et seq*) where applicable, on projects or contracts completed within the last two (2) years.

L.2.3 DDOT reserves the right to conduct an independent investigation of any information submitted as part of the technical proposals, by contacting project references, contacting independent

parties, using public information, or other means. DDOT also reserves the right to request additional information or seek clarification from an Offeror to aid in the evaluation process.

L.2.4 The Offeror shall specifically and conspicuously designate any information it deems proprietary in its proposal as such. Blanket designations which do not identify specific information shall not be acceptable and may be cause for DDOT to treat the entire proposal as public information. Nothing contained in this provision shall modify or amend requirements and obligations imposed on DDOT by applicable law, and the applicable law(s) shall control in the event of a conflict between the procedures described and any applicable law(s).

L.2.4.1 Given the confidential nature of the evaluation and negotiation process associated with this project, and to preserve the propriety of each Offeror's proposal it is DDOT's intention, subject to applicable law, not to consider a request for disclosure until DDOT's issuance of an Award. Offerors are on notice that once a Contract is executed, some of or all of the information submitted in the SOQ may lose its protection under applicable law(s).

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 Proposal Submission

Proposals must be submitted no later than **2:00pm on Monday, April 14, 2014**. 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.3.2 Withdrawal or Modification of Proposals

An offeror 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.3.3 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 offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4 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.3.5 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.4 EXPLANATION TO PROSPECTIVE OFFERORS

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

L.5 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, DDOT, 55 M Street, SE, Suite 700S, Washington, DC 20003, 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, DDOT 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, DDOT that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Offerors 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 offeror 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.6.2 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.7 PROPOSALS WITH OPTION YEARS

Not Applicable

L.8 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (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.9 SIGNING OF OFFERS

The offeror 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.10 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 offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.11 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 offerors.

L.12 PROPOSAL COSTS

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

L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the offeror 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 §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 §2-534(a)(1).

L.14 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to:

Name: Courtney B. Lattimore
Title: Contracting Officer
Agency: District Department of Transportation
Office of Contracting and Procurement
Address: 55 M Street S.E., 7th Floor
Washington, DC 20003
Telephone: (202) 671-2270

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The offeror 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 Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror’s failure to acknowledge an amendment may result in rejection of its offer.

L.16 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO 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 CO shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

- L.17.1** Name, address, telephone number and federal tax identification number of offeror;
- L.17.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.17.3** If the offeror 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.18 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which 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.19 GENERAL STANDARDS OF RESPONSIBILITY

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

- L.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

- L.19.2 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.19.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.19.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.19.5 Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.19.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.19.8 ***If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.***

L.20 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held DDOT/IPMA, 4TH Floor, 55 M Street, SE, Washington, DC, Room 439A. All prospective offerors will be notified of the date and time of the pre-proposal conference via amendment. 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 offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

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 oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offerors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dc.gov.

SECTION M: EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

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

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror’s score for each factor. The offeror’s total technical score will be determined by adding the offeror’s score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating

Scale above, if the District evaluates the offeror's response as "Good," then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the offeror's total technical score will be determined by adding the offeror's score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

Proposals will be evaluated based upon the following evaluation criteria in the manner described Below:

M.3.1 TECHNICAL CRITERIA (100 Points Maximum)

M.3.1.1 Project Understanding and Management Plan (30 Points Maximum)

M.3.1.1.1 Project Understanding (10 pts)

- This factor will be evaluated on the Offeror's overall understanding the project intent, nature of tasks, technical approach, and demonstrated viability of the overall proposed technical approach, Quality Assurance and Management Plan. Offeror has provided a clear and thorough summation.

M.3.1.1.2 Quality Assurance (10 pts)

- This factor will be evaluated based on the completeness of the provided project plan, including all major tasks and subtasks, including dependencies and critical path items. This plan must demonstrate how the Offeror will meet the required schedule to complete the project successfully.

M.3.1.1.3 Management Plan (5 pts)

- This evaluation factor considers the proposed management structure proposed for this project, including project management, design, deployment, training, documentation, and ongoing support. This factor will pay particular attention to the Offeror's discussion on community relations and partnering.

M.3.1.1.4 Organization Team Structure (5 pts)

- This evaluation factor will consider the organizational chart and whether the proposed reporting structure will allow for an effective and efficient workflow and successful project outcome.

M.3.1.2 Construction Management Team Qualifications (45 Points Maximum)

- This evaluation factor considers the education, experience, knowledge, past performance, necessary skills and expertise of the key personnel proposed for this project. Each proposed team member will be evaluated on specific skill sets presented.

- M.3.1.2.1** Project Manager (10 pts)
- M.3.1.2.2** Construction Engineer (10 pts)
- M.3.1.2.3** Design Engineer (10 pts)
- M.3.1.2.4** Quality Assurance Engineer (5 pts)
- M.3.1.2.5** Construction Inspector (5 pts)
- M.3.1.2.6** Civic Engagement Manager (5 pts)

M.3.1.3 Past Performance and Prior Experience (15 Points Maximum)

M.3.1.3.1 This factor considers the extent of the Offeror's past performance within the last ten (10) years, in achieving a high degree of customer satisfaction. Evaluation of this factor will be based on the Offeror's performance on projects of comparable size, highly technical nature, and complexity. The currency and relevance of the information, source of information, context of the data, and general trends in Offeror's performance shall be considered.

M.3.1.3.2 The Offeror provides a list of three (3) previous contracts for which the Offeror provided identical or similar work within the last five years. Include the Name of Company, Title and Description of the Project, Contract Number, Dollar Amount, and Period of Performance, Name of the Contact Person, and Title, and Telephone Number and email address.

M.3.1.4 First Source Initial Employment Plan (10 points)

Offeror has submitted a clear plan that outlines its adherence to the District's First Source Requirements

M.3.2 PRICE CRITERION

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

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times 30 = \text{Evaluated price score}$$

M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)

M.3.4 TOTAL POINTS (142 Points Maximum)

Total points shall be the cumulative total of the offeror's technical criteria points, price criterion points and preference points, if any.

M.4 EVALUATION OF OPTION YEARS

NOT APPLICABLE

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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

M.5.1 Application of Preferences

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

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) 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.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD 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.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive 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.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD 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.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.5.2 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 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.5.3 Preferences for Certified Joint Ventures

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

M.5.4 Verification of Offeror's Certification as a Certified Business Enterprise

- M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.
- M.5.4.2** 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: CBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington DC 20001

- M.5.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

- M.6.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.
- M.6.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

J.1

Government of the District of Columbia Standard Contract
Provisions for Use with the Supplies and Services Contracts
(March 2007)

available at www.ocp.dc.gov click on "Required Solicitation
Documents"

J.2

U.S. Department of Labor Wage Determination No.

2005-2103, Revision #13, dated 06/19/2013

WD 05-2103 (Rev.-13) was first posted on www.wdol.gov on 06/25/2013

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

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

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2103
Revision No.: 13
Date Of Revision: 06/19/2013

States: District of Columbia, Maryland, Virginia

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

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.43
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.98
01410 - Supply Technician		28.55
01420 - Survey Worker		20.03
01531 - Travel Clerk I		13.29
01532 - Travel Clerk II		14.36

01533 - Travel Clerk III	15.49
01611 - Word Processor I	15.63
01612 - Word Processor II	17.67
01613 - Word Processor III	19.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75
12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41

12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	20.17
12236 - Optical Technician	15.80
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	21.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	33.88
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.92
14160 - Personal Computer Support Technician		26.22
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.47
15020 - Aircrew Training Devices Instructor (Rated)		44.06
15030 - Air Crew Training Devices Instructor (Pilot)		52.81
15050 - Computer Based Training Specialist / Instructor		36.47
15060 - Educational Technologist		35.31
15070 - Flight Instructor (Pilot)		52.81
15080 - Graphic Artist		26.80
15090 - Technical Instructor		25.08
15095 - Technical Instructor/Course Developer		30.67
15110 - Test Proctor		20.20
15120 - Tutor		20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.88
16030 - Counter Attendant		9.88
16040 - Dry Cleaner		12.94
16070 - Finisher, Flatwork, Machine		9.88
16090 - Presser, Hand		9.88
16110 - Presser, Machine, Drycleaning		9.88
16130 - Presser, Machine, Shirts		9.88
16160 - Presser, Machine, Wearing Apparel, Laundry		9.88
16190 - Sewing Machine Operator		13.78
16220 - Tailor		14.66
16250 - Washer, Machine		10.88
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.14
19040 - Tool And Die Maker		23.38
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.02
21030 - Material Coordinator		22.03
21040 - Material Expediter		22.03
21050 - Material Handling Laborer		13.83
21071 - Order Filler		15.09
21080 - Production Line Worker (Food Processing)		18.02
21110 - Shipping Packer		15.09
21130 - Shipping/Receiving Clerk		15.09
21140 - Store Worker I		11.72
21150 - Stock Clerk		16.86
21210 - Tools And Parts Attendant		18.02
21410 - Warehouse Specialist		18.02
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		27.21
23021 - Aircraft Mechanic I		25.83
23022 - Aircraft Mechanic II		27.21
23023 - Aircraft Mechanic III		28.53
23040 - Aircraft Mechanic Helper		17.54
23050 - Aircraft, Painter		24.73
23060 - Aircraft Servicer		19.76
23080 - Aircraft Worker		21.01
23110 - Appliance Mechanic		21.75
23120 - Bicycle Repairer		14.43
23125 - Cable Splicer		26.02
23130 - Carpenter, Maintenance		21.40

23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76
23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13
29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94

30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.98
30461 - Technical Writer I	21.93
30462 - Technical Writer II	26.84
30463 - Technical Writer III	32.47
30491 - Unexploded Ordnance (UXO) Technician I	24.74
30492 - Unexploded Ordnance (UXO) Technician II	29.93
30493 - Unexploded Ordnance (UXO) Technician III	35.88
30494 - Unexploded (UXO) Safety Escort	24.74
30495 - Unexploded (UXO) Sweep Personnel	24.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 25.19
30621 - Weather Observer, Senior	(see 2) 27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	13.98
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	15.66
31362 - Truckdriver, Medium	17.90
31363 - Truckdriver, Heavy	19.18
31364 - Truckdriver, Tractor-Trailer	19.18
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.58
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.30
99252 - Laboratory Animal Caretaker II	12.35
99310 - Mortician	31.73
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	18.50
99711 - Recycling Specialist	22.71
99730 - Refuse Collector	16.40
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

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

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

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

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

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

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

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

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

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

J.3

Office of Local Business Development Equal Employment
Opportunity Information Report and Mayor's Order 85-85
available at www.ocp.dc.gov click on "Required Solicitation
Documents"

J.4

Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Required Solicitation Documents"

J.5

Way to Work Amendment Act of 2006 - Living Wage Notice
available at www.ocp.dc.gov click on "Required Solicitation
Documents"

J.6

Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
available at www.ocp.dc.gov click on "Required Solicitation
Documents"

J.7

Tax Certification Affidavit

available at www.ocp.dc.gov click on “Required Solicitation Documents”

J.8

Bidder/Offeror Certifications

available at www.ocp.dc.gov click on “Required Solicitation Documents”

J.9

Subcontracting Plan Form

available at www.ocp.dc.gov click on “Required Solicitation Documents”

J.10

Contractor Work History Form

ATTACHMENT J.10

PRIME CONSULTANT - WORK HISTORY FORM

(LIMIT 1 PAGE PER PROJECT)

a. Project Name & Location	b. Name of the prime consulting firm responsible for the overall project .	c. Contact information of the Client or Owner and their Project Manager who can verify Firm's responsibilities.	d. Contract Completion Date (Original)	e. Contract Completion Date (Actual or Estimated)	f. Contract Value (in thousands)		g. Dollar Value of Work Performed by the Firm identified as the Prime Consultant for this procurement.(in thousands)
Name: Location:	Name:	Name of Client/ Owner: Phone: Project Manager: Phone: Email:					
h. Narrative describing the DESIGN-BUILD or Design-Bid-Build Work Performed by the Firm identified as the Prime a Construction Project Management Team for this procurement.							

J.11

Key Personnel Resume Form

ATTACHMENT J.11

KEY PERSONNEL RESUME FORM

Brief Resume of Key Personnel anticipated for the Project.

a. Name & Title:

b. Project Assignment:

c. Name of Firm with which you are now associated:

d. Years experience: With this Firm ____ Years With Other Firms ____ Years

Please list chronologically (most recent experience first) your employment history, position and general experience or fields of practice for the last five (5) years. (NOTE: If you have less than 5 years of experience, please list all of your experience for those years you have worked.):

e. Education: Name & Location of Institution(s)/Degree(s)/Year/Specialization:

f. Active Registration: Year First Registered/ Discipline/DC Registration #:

g. Document the extent and depth of your experience and qualifications relevant to the Project.

1. *Note your specific responsibilities and authorities for each assignment, not those of the firm.*
2. *Note whether experience is with current firm or with other firm.*
3. *Provide beginning and end dates for each assignment.*

(List at least three (3), but no more than five (5) relevant projects for which you have performed a similar function.)

4. List a client contact for each project listed.

J.12

RFP Checklist

ATTACHMENT J.12

ST. ELIZABETHS EAST CAMPUS

STAGE 1 INFRASTRUCTURE IMPROVEMENT CONSTRUCTION PROJECT MANAGEMENT SERVICES

REQUEST FOR PROPOSALS CHECKLIST AND CONTENTS

Proposer shall furnish a copy of this Request for Proposals (RFP) Checklist, with the page references added, with the Statement of Qualifications.

Statement of Qualifications Component	Form (if any)	RFP Cross reference	Included within 20 page limit?	RFP Page Reference
RFP Checklist and Contents		Section L	no	52
Letter of Submittal (on Firm's letterhead)				
Proposer's official representative information		Section L.2.1.1.1	yes	53
Authorized Representative information		Section L.2.1.1.1	yes	53
Affiliated/subsidiary companies		Section L.2.1.1.1	yes	53
Prime Consultant prequalification evidence		Section L.2.1.1.1	yes	53
Statement committing to CBE requirements and CBE plan		Section H.9	no	37
First Source Initial Employment Plan and Program Commitment		Section L.2.1.1.4	no	56
Construction Management Team Structure		Section L.2.1.1.3	yes	56
Furnish Organization Chart		Section L.2.1.1.3	Yes	56
Key Personnel Qualifications Form	Attachment J.11	Section L.2.1.1.3	no	54
Firms Experience/Management Plan		Section L.2.1.1.2		54
Firm's Work History Form	Attachment J.10			
Construction Management Plan		Section L.2.1.1.2	Yes	53

Statement of Qualifications Component	Form (if any)	RFP Cross reference	Included within 20 page limit?	RFP Page Reference
Key Personnel Resume – Project Manager	Attachment J.11	Section L.2.1.1.3 (i)	no	
Key Personnel Resume – Construction Engineer	Attachment 3.4.2	Section L.2.1.1.3 (ii)	no	
Key Personnel Resume – Design Engineer	Attachment 3.4.2	Section L.2.1.1.3 (iii)	no	
Key Personnel Resume – Quality Assurance Engineer	Attachment 3.4.2	Section L.2.1.1.3 (iv)	no	
Key Personnel Resume – Construction Inspector	Attachment 3.4.2	Section L.2.1.1.3 (v)	no	
Key Personnel Resume – Civic Engagement Manager	Attachment J.11	Section L.2.1.1.3 (vi)	no	
Organizational chart		Section L.2.1.1.1	yes	53
Organizational chart narrative		Section L.2.1.1.1	yes	53