

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



SECTION A
INVITATION FOR BIDS (“IFB”)

Solicitation Number: DCAM-19-CS-IFB-0015
MPD 1D ADA UPGRADES PROJECT (INTERIOR AND EXTERIOR UPGRADES)

Solicitation Issue Date: August 9, 2019

Pre-Bid Conference: 1st District MPD Headquarters
500 E Street, SE
Washington, DC 20003
August 14, 2019 @ 1:00PM

Site Visit: 1st District MPD Headquarters
500 E Street, SE
Washington, DC 20003
August 14, 2019 @ 1:30PM

Last Day for Questions: August 21, 2019 at 4:00 p.m.

Bid Due Date: August 30, 2019 at 2:00 p.m.

Delivery of Bids: Department of General Services
Contracts and Procurement Division
Attn: George G. Lewis, CPPO
Frank D. Reeves Municipal Center
2000 14th Street, NW | 8th Floor | Washington, DC 20009

Bid Opening: August 30, 2019 at 2:30 p.m.
Brookland Conference Room
3rd Floor
1250 U Street, NW | Washington, DC 20009

Contact: **Bernard M. Grayson, Jr.**
Contract Specialist | Contracts & Procurement Division
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SECTION B
CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 INTRODUCTION

The District of Columbia's Department of General Services (the "District", "Department", or "DGS") on behalf of the Metropolitan Police Department ("MPD") is issuing this Invitation for Bid ("IFB") for the 1st District Headquarters Metropolitan Police Department ("MPD1D"). DGS on behalf of MPD is completing an ADA upgrades project at MPD1D located at 500 E Street, SE Washington DC (the "Project").

The Contractor shall provide all construction services in accordance with the Scope of Work and the Drawings and Specifications, attached hereto as **Attachment J.1**, Standard Work Requirements below, and **Attachment J.1** drawings and associated product specifications.

IMPORTANT NOTICE: DGS will notify Bidders of any changes, additions and or deletions to the specifications and or responses to questions by addenda to this IFB as they will be posted on the DGS' website. It is the Bidder's responsibility to frequently visit DGS' website at: <http://dgs.dc.gov/page/dgs-solicitations> to obtain addenda once they have received a copy or downloaded a copy of the IFB.

B.2 TYPE OF CONTRACT

B.2.1 This will be a Lump Sum Price contract. Bidders will be required to provide a Lump Sum Price which shall include sufficient funds to cover all the expenses necessary to complete the Project, including, but not limited to, profit, home and field office overhead, to provide all necessary construction services, supervision, permits, labor, supplies, equipment, and materials, bonds, insurance and other services that may be required to obtain the necessary permits to replace and install American Disabilities Act (ADA) upgrades as called for in the Scope of Work and the Drawings and Specifications to perform the required improvements at the MPD facility. The Lump Sum Price shall also include sufficient funding to fund items that are not specifically identified on the Drawings and Specifications but which are reasonably inferable therefrom. The District contemplates an award of a Lump Sum Price contract resulting from this IFB to the lowest responsive and responsible Bidder whose offer is the most advantageous to the District.

B.3 PRICE SCHEDULE/BID FORM – Lump Sum Price

See **Attachment J.2**

Department's Architect/Engineer can address any such deficiencies. The Contractor acknowledges that any additional deficiencies identified after agreement upon the Lump Sum Price shall not be the basis for a change in the Lump Sum Price or delaying the Project Schedule to the extent that any such deficiencies in the Drawings and Specifications could have been identified by such review by a competent Contractor.

B.4.1 During the course of the work, should any errors, omissions, ambiguities or discrepancies be found in the Contract Documents, or should there be found any discrepancies between the Contract Documents to which Contractor has failed to call attention before agreeing to the Lump Sum Price, the Contractor shall bring any such errors, omissions, ambiguities or discrepancies to the attention of Department, and the Department will interpret the intent of the Contract Documents. Contractor hereby agrees to abide by and to carry out the work in accordance with the decision of the Department. Wherever the intent of the Contract Documents is not indicated clearly or there is a conflict between the Contract Documents, the Contractor will be held to have included in the Lump Sum Price the more expensive material or method of construction and the quantity of material.

B.4.2 If any item or material shown on the Drawings is omitted from the Specifications, or vice versa (except when the Drawings and Specifications clearly exclude such omitted item), and such item or material is required to complete the detail shown or specified, and if additional details or instructions are required to complete the work, then the Contractor is deemed to have made an allowance in the Lump Sum Price for the completion of the work, consistent with adjoining or similar details and the best accepted practices of the trade for projects of this type and quality, whichever is more expensive, unless such additional information was not reasonably inferable from the Contract Documents. Without limiting the Contractor's other duties, in the case of a difference among the Contract Documents as to the Contractor's obligations, or an inconsistency in the Contract Documents, the Department will decide which requirement governs; however, the Contractor shall assume that the more expensive material or method of construction and the quantity of material shall be required without a change to the Lump Sum Price.

B.4.3 Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly examined all Contract Documents, including all details, plans, elevations, sections, schedules and diagrams, has visited the site, has become familiar with local conditions under which the work is to be performed, has correlated personal observations with the requirements of the Contract Documents, and has satisfied himself/herself before executing the Contract as to all matters that can affect the work and its cost, including: (1) the nature of the land and subsoil; (2) the form and nature of the site and surrounding areas; (3) details and levels of existing pipe lines, conduits, sewers, drains, cables or other existing services; (4) the quantities, nature and availability of the materials, tools, equipment and labor necessary for the completion of the work; (5) the means of access to the site and any accommodation he may require; (6) uncertainties of weather and physical

conditions at the site; and in general to have himself obtained all necessary information as to risk contingencies, climatic, hydrological and natural conditions and other circumstances which may influence or affect his performance of the work. The Contractor waives any and all claims against the Department arising from or relating to such contingencies and conditions that are reasonably inferable from the Contract Documents, in light of the required review and inspection and the Contractor's expertise.

SECTION C SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The Department, on behalf of MPD, is issuing this IFB to engage a qualified firm to work closely with the DGS-CCS Project Manager (PM) to provide ADA upgrades to MPD1D.

DGS is seeking a GENERAL CONTRACTOR to provide all necessary construction services, supervision, permits, labor, supplies, equipment, and materials to upgrade the interior and exterior and vestibule entry, and install a new accessible entrance with ramp, steps and landing in order to fully comply with ADA building code requirements at MPD1D. Specific project details are described in the Standard Work Requirements below and **Attachment J.1**, Studio Laan architectural drawings and associated product specifications.

The GENERAL CONTRACTOR shall recognize the nature of the work performed by MPD, and have a minimum of 10-years of experience in **GENERAL CONSTRUCTION**. Therefore, notwithstanding the obligation of the GENERAL CONTRACTOR to perform the required SOW, under no circumstances shall they impede any of the normal functions of this MPD facility while in performance of their contract.

This selected General Contractor shall work not more than 40 hours per week between 7:00 a.m. and a 5:00 p.m. unless otherwise directed by the DGS PM. DGS shall provide written notification to Contractor when hours outside of 7:00 a.m. to 5:00 p.m. are required and proceed with written approval from MPD and DGS PM. All testing required onsite will be schedule in advance by DGS PM with Contractor. A list of all workers will need to be sent prior to any work beginning.

- C.1.1** In general, the selected Contractor shall provide all necessary construction services, supervision, permits, labor, supplies, equipment, and materials, to perform capital improvements as well as any work that is not specifically identified in the Scope of Work and drawings but which is reasonably inferable therefrom necessary for the completion of the ADA improvements called for in the Scopes of Work and Drawings and Specifications attached as **Attachment J.1**. The Contractor shall submit a construction project schedule (5 calendar days) from Contract execution before the start of work as well as meet and coordinate with **DC Water, Pepco and Department of Consumer and Regulatory Affairs (“DCRA”) as required**. Prior to submitting its bid, each Bidder shall carefully review the Drawings and Specifications and shall bring any inconsistency or error in the drawings and specifications to the attention of the Department in writing. To the extent that a competent contractor could have identified any such inconsistency or error, such inconsistency or error shall not serve as the basis for a change order and the Contractor shall assume the risk of such inconsistency or error. The Department expects that the Contractor will deliver a turn-key Project.

C.1.2 The Contractor must recognize the essential nature of the work performed by the facility. Therefore, notwithstanding the obligation of Contractor to perform the SOW, it must not impede any of the normal functioning of the facility.

C.2 APPLICABLE DOCUMENTS

N/A

C.3 DEFINITIONS

These terms when used in this IFB have the following meanings:

- C.3.1 Agreement.** The term Agreement shall mean this IFB, including the Standard Contract Provisions, as amended and any document attached hereto and/or incorporated by reference.
- C.3.2 Change Directive.** A written directive signed and issued by the Department ordering the Contractor either to provide pricing and schedule impact information for a described change to the work or to proceed with a described change and provide pricing and schedule impact information after beginning the changed work.
- C.3.3 Change Event.** Any condition, event, act, omission or breach, other than the issuance of a Change Directive, which the Contractor believes entitles it to a change in the Lump Sum Price, or the Substantial or Final Completion Date.
- C.3.4 Change Order.** A written document, executed by the Department and the Contractor, setting forth the agreed terms upon which a change to the Contract has been made.
- C.3.5 Construction Documents.** The final Contract Documents, as prepared, sealed by the Architect/Engineer's design professional in accordance with the law, and issued by the Contractor for the purpose of obtaining bids from potential trade Subcontractors and material suppliers for use in constructing the Project.
- C.3.6 Contract.** The entire, integrated agreement between the Department and the Contractor with respect to the Project, consisting of this Agreement, the Attachments to the IFB, the Construction Documents released for the Contractor's use and any Change Directives or Change Orders that have been executed by the Department.
- C.3.7 Drawings.** The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and wherever issued, showing the design, locations and dimensions of the work, generally including plans, elevations, sections, details, sschedules and diagrams.
- C.3.8 Final Completion.** The point at which Substantial Completion has been achieved, all punch list items noted at Substantial Completion have been completed and all documents the Contractor is required to deliver to the Department as a condition to receiving final payment.

- C.3.9 Final Completion Date.** The date established herein by which the Contractor shall achieve Final Completion. The Final Completion Date may be modified only by Change Order or Change Directive in accordance with the Agreement.
- C.3.10 Fully Complete.** To undertake all of the work necessary to fully construct and complete the Project and execute all tasks necessary to obtain the final Certificate of Occupancy for the Project from the District of Columbia; submit final lien releases from the Contractor and Subcontractors and material suppliers; complete all punch list items to the Department's approval and sign-off; and cause all representations, warranties and guarantees to be honored and otherwise fulfill all of the requirements set forth in the Contract.
- C.3.11 Hazardous Material.** Any toxic substance or hazardous chemical defined or regulated pursuant to federal, state or local laws relating to pollution, treatment, storage or disposal of waste, or protection of human health or the environment. Such laws include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Clean Water Act, the Clean Air Act and laws relating to emission, spills, leaks, discharges, releases or threatened releases of toxic material. The term Hazardous Materials shall also include petroleum and petroleum bi-products. **Hazardous Material Remediation** shall mean the work performed to remove, treat and/or dispose of Hazardous Material.
- C.3.12 Notice to Proceed.** A written notice to proceed, signed by the Department, directing the Contractor to proceed with the Project or any portion of the Project.
- C.3.13 Project Schedule.** The schedule for the project agreed to by the Department and the Contractor herein. Such schedule shall not be changed except by a Change Order or Change Directive issued by the Department. The schedule shall be in a form and contain such detail as may be agreed upon by the Parties.
- C.3.14 Specifications.** The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work, and performance of related services.
- C.3.15 Subcontractor.** Any person, natural or legal, to whom the Contractor delegates performance of any portion of the work required by the Contract. The term "Subcontractor," used without a qualifier, shall mean a subcontractor in direct privity with the Contractor. "Subcontractors at all tiers" shall mean not only those Subcontractors in direct privity with the Contractor, but also those performing work pursuant to sub-subcontracts, sub-sub-subcontracts, and so on. "Subcontractors" shall include both those who are retained to perform labor only and those who are retained both to perform labor and to supply material or equipment. "Subcontractors" shall also include design professionals who are not the Contractor's employees and to whom the Contractor delegates any part of its responsibilities under the Contract, except that references to "trade Subcontractors" shall exclude design professionals.
- C.3.16 Substantial Completion.** Substantial Completion shall mean that all of the following have occurred: (1) the pre-construction, construction and installation work have been completed with only minor punch list items remaining to be completed; (2) a permanent certificate of occupancy and all other required permits or approvals have been obtained;

(3) all operating and maintenance materials, manuals, training recordings videos and draft warranties required by the Contract have been delivered to the Department; (4) any supplemental training session required by the Contract for operating or maintenance personnel have been completed; (5) all clean-up required by the Contract has been completed; (6) the Project is ready for the Department to use it for its intended purpose; and (7) all equipment, supplies, materials and items to be installed have been installed in accordance with the manufacturer's specifications and industry standards and have undergone and passed the requisite testing and inspections. "Minor punch list items" are defined for this purpose as items that, in the aggregate, can be completed within thirty (30) days without interfering with the Department's normal use of the Project. Final Completion is required thirty (30) days thereafter.

C.3.17 Substantial Completion Date. The date established herein by which the Contractor shall achieve Substantial Completion. The Substantial Completion Date may be modified only by Change Order or Change Directive in accordance with the Agreement by Contracting Officers Only.

C.4 RESERVED

C.5 REQUIREMENTS

C.5.1 The Contractor shall provide all of the labor, tools, equipment, and materials necessary to perform the work called for in the Projects Drawings and Specifications (**Attachment J.1**) to the extent there is inconsistency between the Project Specifications and Drawings, please refer to the Standard Contract Provisions, (**Attachment J.3**) Article 2, Specifications and Drawings.

Prior to submitting its bid, each Bidder shall carefully review **Attachment J.1** and bring any inconsistency or error to the attention of the Department in writing. To the extent that a competent contractor could have identified any such inconsistency or error, such inconsistency or error shall not serve as the basis for a change order and the Contractor shall assume the risk of such inconsistency or error. The Contractor shall complete the following requirements:

C.5.2 Completion Dates

The Project shall be completed according to the following schedule:

PHASE	DESCRIPTION	CALENDAR DAYS FROM CONTRACT EXECUTION
Phase I	Construction Project Schedule	5
Phase II	Fully Coordinated Shop Drawings & Submittals	15
Phase III	Permits and Delivery of Material to project site	90

Project Completion	Substantial Completion	90 Days After Completion of Phase III
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C.5.3 Preconstruction Phase

Prior to mobilizing to the Project site and commencing work, the Contractor shall be required to complete those activities set forth in this **Section C.5**. Unless a delay in completing the preconstruction activities is the result of a delay by the Department, the Project Manager, the Code Official, or the Architect, beyond the timeframes set forth herein or an event of force majeure, delays in completing the preconstruction activities shall not be considered excusable and shall not justify an extension of the Substantial Completion Date.

C.5.4 Detailed Schedule

Within five (5) calendar days of Contract execution, the Contractor shall submit to the Department for its approval a construction project schedule for the Project. Such schedule shall include a schedule for submittals that is reasonably acceptable to the Department’s Project Manager.

C.5.5 Preconstruction Submittals

On or before the dates specified in the approved detailed schedule, the Contractor shall submit any necessary preconstruction phase information (i.e. shop drawings, submittals, material data, samples, sketches, etc.) provided by the Contractor, vendors and/or manufacturers to the Project Manager / Architect for his review and approval. The Contractor shall submit a submittal log to the DGS Project Manager within five (5) business days of finalizing the material and equipment etc. selections, or the design. Unless a different timeframe is established in the approved baseline schedule, the Project Manager / Architect shall have five (5) business days to review submittals. In the event the Project Manager / Architect find such documents to be unacceptable, the Contractor shall be required to revise and resubmit such documents. The Contractor shall not commence construction activities unless and until the deliverables listed in **Section C.8** have been approved by the Program Manager. Any delays that result from preconstruction Submittal resubmissions shall be considered Non-Excusable.

C.5.6 Safety Plan

Prior to the start of construction activities, the Contractor shall prepare a safety plan for the construction phase conforming to OSHA 29 CFR 1926 (such plan, the “**Safety Plan**”). The Safety Plan shall be submitted to the Department, and the Contractor shall incorporate such comments as the Department may reasonably request.

C.5.7 Permits

All permitting shall be the responsibility of the Contractor. The costs of any such fees or inspections are included in the Lump Sum Price.

C.5.8 Construction Phase

The Construction Phase shall commence when the Department issues a written Notice to Proceed for Construction. The Contractor shall construct the work described in the Drawings and Specifications including any work that is not specifically shown thereon but is reasonably inferable therefrom or necessary for a fully functioning Project. The work shall be carried out in a good and workmanlike, first-class manner, and in timely fashion. All materials and equipment to be incorporated into the Project shall be new and previously unused, unless otherwise specified, and shall be free of manufacturing or other defects. On or before the dates specified in the approved detailed schedule, the Contractor shall submit any necessary construction phase information (i.e. shop drawings, submittals, sketches, etc.) to the Architect and/or the Project Manager for his review and approval. Unless a different timeframe is established in the approved baseline schedule, the Architect and/or the Project Manager shall have five (5) business days to review such documents. In the event the Architect and/or the Project Manager find such documents to be unacceptable, the Contractor shall be required to revise and resubmit such documents. Any delays that result from any construction phase submittal resubmissions shall be considered Non-Excusable.

C.5.9 Construction Activities

During the Construction Phase, the selected Contractor shall carry out such activities as are necessary to complete the construction described in the approved documents and submittals. Among other things, the Contractor shall be responsible for providing all of the necessary supervision, labor and materials to fully complete the work.

The Contractor shall perform site inspection to confirm existing conditions of all equipment referenced in this solicitation. The intent of this procurement is to repair or replace existing building equipment and match functionality as currently installed. All specified electronic controls equipment will be new.

C.5.10 Warranty of the Construction Work

All materials, equipment and installations provided shall have the following warranty periods from Final Completion/Punch List:

One (1) year warranty on installation

Two (2) year warranty on manufacturer's materials

The Contractor warrants to the Department that materials and equipment furnished under the Contract will be of good quality and new unless otherwise expressly permitted in writing, and that for the one (1) year period following the Substantial Completion Date the

construction work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the Construction Documents and/or any approved design documents. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. The Contractor and a representative of the Department shall walk the Project together eleven (11) months after the Substantial Completion Date to identify any necessary warranty work. In the event the Contractor fails to schedule such a walk, the Warranty period shall be extended until such time as the Contractor schedules such a walk.

C.5.11 Reserved

C.5.12 Work by Separate Contractors

The Department reserves the right to perform construction or operations related to the Project with the Department's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site.

C.5.13 Site Safety, Clean-Up and Protection of Existing Elements

The Contractor will be required to: (i) provide a safe and efficient site, with controlled access, including the installation and provision of such safety barricades, enclosures and overhead protection as may reasonably be required by the Department and as may be necessary to ensure a safe workplace or as may be required by Occupational Safety and Health Administration (OSHA) or other applicable law, and to remove such at the end of the work and leave the site in broom clean condition; and (ii) be responsible for the security of its tools, equipment and materials that are stored at the site. The Contractor shall be responsible for the removal and legal disposal of all construction debris. During the Contract and/or as directed by the DGS Project Manager, as the installation is completed, the Contractor shall ensure that the site is clear of all extraneous materials, rubbish or debris. The Contractor shall protect all existing features, public utilities and other existing structures during construction.

C.5.14 Close-Out

The Contractor shall be required to prepare and submit at close-out a complete set of product files, including but not limited to: (i) Quality Control/Quality Assurance (QC/QA) reports, daily reports, and test reports; (ii) a complete set of product manuals ("O&M"), training videos, and warranties; (iii) as-built record drawings; (iv) environmental, health, and safety documents; and (v) all applicable inspection certificates/permits. The Contractor shall also provide the Department with any shop drawings prepared by the Contractor or its subcontractors along with any other documentation that may reasonably be requested by the Department or its Project Manager, including, but not limited to: one (1) full size, two (2) half size and four (4) electronic copies of "As-Built" plans of the site, including all the modifications performed during construction, within thirty (30) days after reaching Substantial Completion; and O&M's and Warranty information on all installed

products, materials and workmanship within thirty (30) days after reaching Substantial Completion. The Contractor shall submit four (4) hard copies and four (4) electronic copies of each: O&M Manuals and Warranty Information to the DGS Project Manager.

C.5.15 Cutting and Patching

The Contractor shall be responsible for cutting, fitting or patching required to complete the work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching. The Contractor shall not damage or endanger a portion of the work or fully or partially completed construction of the Department or separate Contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor is responsible for the replacement, repair or patch of any existing surfaces or materials damaged during construction by own or subcontractor crews.

C.5.16 Salvaging and Storing

The Contractor shall be responsible for salvaging and storing all items as identified by the Department, and to the benefit of the Department, in accordance with all applicable District laws and regulations, after notifying the Department and receiving the Department's permission to proceed.

C.5.17 Correction of Work

The Department shall be at liberty to object and to require the Contractor to remove forthwith from the Project site and the work and to promptly replace the Superintendent, any foreman, technical assistant, laborer, agent, representative, or other person used by the Contractor in or about the execution or maintenance of the Work, who in the sole opinion of the Department is misconducting himself or herself, or is incompetent or negligent in the proper performance of his or her duties, or whose performance in the work is otherwise considered by the Department to be undesirable or unsatisfactory, and such person shall not be again employed upon the Project without the written permission of the Department.

C.5.17.1 The Contractor shall promptly correct Work rejected by Department for failing to conform to the requirements of the Construction Documents or any approved design document or applicable law or regulations whether observed before or after the Project's completion and whether or not fabricated, installed or completed, and shall correct any work found to be not in accordance with the requirements within a period of one (1) year from the date of completion or by terms of an applicable special warranty required by the Contract.

C.5.17.2 If during the guarantee or warranty period, any material, equipment or system requires corrective work because of defects in materials or workmanship, the Contractor shall commence corrective work within forty-eight (48) hours after receiving the notice and work diligently until corrective work is completed; provided, however, if such notice is received on the day before a weekend or a holiday, the Contractor will commence corrective work on the next business day. If the Contractor does not, in accordance with

the terms and provisions of the Contract Documents, commence all corrective work within forty-eight (48) hours or if the Contractor commences such work but does not pursue it in an expeditious manner, Department may either notify the bonding company (if any) to have such work and/or obligations performed at no additional cost to Department or may perform such work and/or obligations and charge the costs thereof to Contractor.

C.5.18 Schedule Updates

The Contractor shall submit bi-weekly schedule updates which shall reflect actual conditions of Project progress as of the date of the update. The update shall reflect the actual progress of construction, identify developing delays. Via a narrative statement (not merely a critical path method schedule), the Contractor shall identify the causes of any potential delay and state what, in the Contractor's judgment, must be done to avoid or reduce that delay. The Contractor shall point out, in its narrative, changes that have occurred since the last update, including those related to major changes in the scope of work, activities modified since the last update, revised projections of durations, progress and completion, revisions to the schedule logic or assumptions, and other relevant changes. Any significant variance from the previous schedule or update shall also be identified in a narrative, together with the reasons for the variance and its impact on Project completion. All schedule updates shall be in Primavera 6 format. The Department may make reasonable requests during the Project for changes to the format or for further explanation of information provided. Submission of updates showing that Substantial Completion or Final Completion of the Project will be achieved later than the applicable scheduled completion date shall not constitute requests for extension of time and shall not operate to change the scheduled completion date. The Department's receipt of, and lack of objection to, any schedule update showing Substantial Completion or Final Completion later than the dates agreed upon in the Project Schedule shall not be regarded as the Department's agreement that the Contractor may have an extension of time, or as a waiver of any of the Department's rights, but merely as the Contractor's representation that, as a matter of fact, Substantial Completion or Final Completion of the Project may not be completed by the agreed upon date in the Project Schedule. Changes to the scheduled completion dates may be made only in the circumstances and only by the methods set forth in the Contract.

C.6 GENERAL CONDITIONS

The Contractor shall provide the required services in accordance with the following General Conditions, as applicable:

- C.6.1** The Contractor shall be responsible for determining existing conditions on Project site by examination, whether indicated in the Scope of Work or not.
- C.6.2** Reserved
- C.6.3** Time is of the essence with respect to the contract. The Contractor shall substantially complete the project within the schedule stated in **Section C.5.2**. As such, the

Contractor shall dedicate such personnel and other resources as necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.

- C.6.4** All work shall be performed during the normal business hours (between 7:00 a.m. to 5:00 p.m.) Work shall be scheduled and coordinated with the DGS PM. Monday through Friday, except District Government holidays.
- C.6.5** The Contractor shall perform all of the work in a first class and workmanlike manner. Any equipment or materials called for in the Scope of Work shall be new unless otherwise approved by the Department in advance and in writing.
- C.6.6** The Contractor shall provide Submittals and Deliverables as indicated in C.8 and F.2 to the COTR for its review and approval prior to proceeding with the work.
- C.6.7** The Contractor, at no additional cost to the Department, shall provide such safety barricades, enclosures and overhead protection as may reasonably be required by the Department and as may be necessary to safely implement the work and to remove such at the end of the work and shall leave the site in broom clean condition.
- C.6.8** In addition to demolition which may be specified in other sections, the Contractor shall:
- a. Cut, move or remove items as necessary to allow work to proceed;
 - b. Repair or remove unsafe or unsanitary conditions;
 - c. Remove abandoned items and items serving no useful purpose, such as abandoned piping, conduit, wiring, electrical devices and any other items. However, before any appurtenance removal, the work shall be coordinated with the DGS Project Manager;
 - d. Remove unsuitable or extraneous materials such as abandoned furnishings and equipment, and debris such as rotten wood, rusted metals and deteriorated concrete; clean surfaces and remove surface finishes as indicated in the SOW to install new work and finishes and unless otherwise noted the new finish shall match the existing. Reference finish schedule for new finishes. Items not specifically called out in finish schedule should be replaced in-kind with new products, subject to DGS PM and facility review and approval, to ensure final installations contain at a minimum, the same accessory and grab bar counts that currently exist. Contractors to perform pre-bid walk prior to obtain current counts to ensure bid contains the same at a minimum. Greater quality and greater quantity applies to finish installations;
 - e. Clean surfaces and remove surface finishes as indicated in the Scope of Work to install new work and finishes and unless otherwise noted the new finish shall match the Drawings and Specifications (**Attachment J.1**).
- C.6.9** The Contractor shall be responsible for obtaining all trade/job permits and approvals from the Department of Consumer and Regulatory Affairs that are required to perform and complete the installation at no additional cost to the Department, as required.

- C.6.10** The Contractor's scope of work shall include all necessary maintenance of traffic measures, including, but not limited to, signs, flagman, steel plates, etc. The Contractor shall prepare any necessary maintenance of traffic plans and for obtaining any required lane closure permits.
- C.6.11** The costs of any security, as applicable, shall be included in the Bidder's lump sum price.
- C.6.12** All materials, equipment and installations provided shall have a warranty period of at least one (1) year from Final Completion.
- C.6.13 Parking is limited on the premises.** The Contractor shall use small parking designated by the facility and DGS PM and keep the facility entrance driveways, loading areas, and entrances serving premises clear and available to District employees and emergency vehicles at all times. The Contractor shall not use these areas for parking or storage of materials, and schedule deliveries to minimize use of driveways and entrances.
- C.6.14** Reserved
- C.6.15** The Contractor shall not interrupt utilities serving facilities occupied by District or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
Notification to the District not less than seven (7) work days in advance of proposed Utility interruptions; Contractor shall not proceed with utility interruptions without District's written permission.
- C.6.16** The Contractor shall obtain required approvals from authorities having jurisdiction.
- C.6.17** Smoking shall not be permitted within the building or within 25 feet of entrances, operable windows, perimeter fence, or outdoor-air intakes.
- C.6.18** Use of tobacco products and other controlled substances shall not be permitted on the construction site.
- C.6.19** District may appoint other entities to manage day-to-day activities for the execution of the Project.
- C.6.20** The Contractor shall coordinate with the PM for work scheduling; including, but not limited to: availability of work areas, security planning, storage and coordination with all agencies and utility providers, including Miss Utility, if needed.
- C.6.21** Reserved
- C.6.22** Prior to submitting its bid, each Bidder shall carefully review the Scope of Work and shall bring any inconsistency or error in the Scope of Work to the attention of the Department in writing. To the extent that a competent Contractor could have identified any such

inconsistency or error, such inconsistency or error shall not serve as the basis for a change order and the Contractor shall assume the risk of such inconsistency or error.

C.6.23 Provide Final Cleaning of all spaces where renovations occur, including construction entry and exit pathways.

C.6.24 Reserved

C.6.25 The Contractor shall effectively utilize the existing conditions when and where reuse is called for in the Scope of Work. Changes to the cost of work will not be authorized for reuse items. If modifications to the existing conditions must be made for new installations, it is the Contractor's responsibility to perform them as required, the cost of which is included in the Lump Sum Price.

C.6.26 Reserved

C.6.27 Reserved

C.6.28 The Plans, Specifications, Cuts Sheets, Finish Schedules, etc. are considered complimentary Contract Documents. What is required and shown in one document is to be considered required and shown by all documents. Greater quantity and greater quality is required if there is a conflict in information provided.

C.6.29 Reserved

C.6.30 The Contractor shall provide offsite removal of trash and cleaning at the end of each day; No onsite dumpster exists at this facility.

C.6.31 The Contractor shall visit the site, become familiar with local conditions under which the work is to be performed and correlate personal observations with requirements of the Drawings and Specifications. The Contractor shall carefully study and compare the Drawings and Specifications with each other and within information furnished by the Department. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Drawings and Specifications; and (3) promptly report errors, inconsistencies or omissions discovered to the Department. Once work is started, the Contractor assumes the responsibility and costs for the work and the cost of correcting work previously installed.

C.6.32 The Contractor warrants to the Department that materials and equipment furnished under the Contract will be of good quality and new unless otherwise expressly permitted in writing, and that for the one (1) year period following the Substantial Completion Date the construction work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the Project Specifications and Drawings.

a. The Contractor and the COTR shall walk the Project together after the Substantial Completion Date to identify any necessary warranty work. In the

event the Contractor fails to schedule such a walk, the Warranty period shall be extended until such time as the Contractor schedules such a walk.

C.6.33 The Contractor shall promptly correct Work rejected by Department for failing to conform to the requirements of the Construction Documents or any approved design document or applicable law or regulations whether observed before or after the Project's completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements within a period of one (1) year from the date of completion or by terms of an applicable special warranty required by the Contract.

C.6.34 Unsafe Materials and Hazardous Materials

The Contractor shall abate and legally dispose of any Hazardous Materials in the demolished facilities, in accordance with EPA and all jurisdictional agencies' rules and regulations. The Contractor shall be responsible for all interior and exterior demolition, as required.

- a. The Contractor shall not bring, spill or release onto the site asbestos, PCBs, or any other Hazardous Material that is not customarily used in a facility of the type and similar to the Project, and shall bring to the Department's attention any specification of such Hazardous Materials in the design documents. If the Contractor believes that anything in the Contract would require that it use or bring onto the site asbestos, PCBs, or any Hazardous Material that is not customarily used in a facility of the type and similar to the Project, it shall immediately inform the Department and seek direction before proceeding.
- b. If Hazardous Materials are discovered on the site beyond those which were disclosed in the solicitation documents, the Contractor shall immediately inform the Program Manager and the Department of such discovery. In such an event, the Contractor shall be entitled to an equitable adjustment in accordance with the Standard Contract Provisions for any Hazardous Materials abatement and disposal work. The Contractor shall comply with all laws, including, without limitation, the requirements of the EPA and all jurisdictional agencies as well as all laws relating to safety, health welfare, and protection of the environment, in removing, treating, encapsulating, passivating, and/or disposing of Hazardous Materials, including, but not limited to, removal, treatment, encapsulation, passivation, and/or disposal of the Hazardous Materials. If any notices to governmental authorities are required, the Contractor shall also give those notices at the appropriate times. The Contractor shall ensure abatement subcontractors and disposal sites are appropriately licensed and qualified. In addition, the Contractor shall ensure that any subcontractors involved in the abatement of hazardous materials maintain a contractor's pollution legal liability insurance policy of at least Two Million Dollars (\$2,000,000) for the duration of the Project and a period of three (3) years after completion of the Project, and that any disposal site to which hazardous materials are taken carries environmental impairment liability

insurance for the duration of the Project and a period of three (3) years after Substantial Completion of the Project.

- c. The Contractor shall keep detailed records documenting Work done so that the Department may independently verify compliance with all laws, the number of units actually removed, treated, and/or disposed of, and the appropriate unit price(s) applicable to the Work.

C.6.35 Acceleration. The Department shall have the right to direct the Contractor to accelerate the Work if, in the reasonable judgment of Department, the Contractor fails to: (i) supply a sufficiency of workers or to deliver the materials or equipment with such promptness as to prevent the delay in the progress of the Work; or (ii) the progress of the Work materially falls behind the projections contained in the then currently approved Project Schedule. In the event that the Department or COTR determine that either of the events specified in the preceding sentence have occurred, the Department shall provide the Contractor with written notice of such event and the Contractor shall be required to provide the Department with a corrective action plan that is reasonably designed to address the concerns raised in such notice within three (3) days after receipt of such notice. If the Department and the Contractor are unable to agree on the terms of such corrective action plan within five (5) days after the issuance of the notice (i.e. with forty eight (48) hours after the receipt of the proposed corrective action plan), the Department shall have the right to direct such acceleration as the Department, in its reasonable judgment, deems necessary. Provided the notice provisions of this Section are complied with, the cost of any acceleration directed under this Section shall not justify an adjustment to the Lump Sum Price or the completion date. The Contractor hereby acknowledges that this provision is a material inducement upon which the Department has relied in entering into the Contract; and represents and warrants that it has included sufficient funding in its Lump Sum Price in order to comply with the requirements of this Section.

C.6.36 By submitting a bid, the Bidder shall be deemed to have thoroughly examined the terms of this IFB, the Drawings and Specifications and shall constitute its acknowledgement that it has been provided with an opportunity to visit the Project site and that such Offeror has had the opportunity to become familiar with local conditions under which the work is to be performed. Further, in submitting any such bid, the Bidder shall be deemed to represent that it has satisfied itself that it can undertake the work for the stated cost. Among other things, by submitting a bid, the Bidder assumes the following risks: (1) the nature of the land and subsoil unless such conditions constitute a Differing Site Condition; (2) the form and nature of the site and surrounding areas; (3) details and levels of existing pipe lines, conduits, sewers, drains, cables or other existing services; (4) the quantities, nature and availability of the materials, tools, equipment and labor necessary for the completion of the work; (5) the means of access to the site and any accommodation that may be required; (6) uncertainties of weather and physical conditions at the site; and in general to have itself obtained all necessary information as to risk contingencies, climatic, hydrological and natural conditions and other circumstances which may influence or affect his performance of the work.

C.7 PROJECT SPECIFICATIONS AND DRAWINGS

The Contractor shall construct the work described on the Drawings and Specifications including any work that is that is not specifically shown in the Project Specifications and Drawings thereon but is reasonably inferable therefrom or necessary for a fully successfully completing the required services. The Project Specifications and Drawings are considered complimentary Contract Documents. What is required and shown in one document is to be considered required and shown by all documents. Greater quantity and greater quality is required if there is a conflict in information provided.

C.7.1 Specifications

The Specifications for the Project work are delineated in the attached Specifications developed by Studio Laan (**Attachments J.1**). The Project Specification are hereby incorporated and made part of this solicitation and resulting contract.

C.7.2 Drawings

The Contractor shall perform the work in accordance with the stamped, initialed and dated Drawings provided in **Attachment J.1**.

C.8 Submittals and Deliverables

The Contractor shall provide the following submittals and deliverables:

- a. **Payment and Performance Bonds** (see Section I.14.3)
- b. **Detailed Schedule.** Within five (5) days of the issuance of a Notice to Proceed, the Contractor shall submit to the Department for its approval a schedule of the required services. Such schedule shall include a schedule for submittals that is acceptable to the Program Manager. The Program Manager shall have five (5) business days to review such submittal.
- c. **Safety Plan.** Prior to the start of construction activities, the Contractor shall prepare a safety plan for the construction phase conforming to OSHA 29 CFR 1926 (such plan, the "Safety Plan"). The Safety Plan shall be submitted to the Department, and the Contractor shall incorporate such comments as the Department may reasonably request.
 - a. **Safety Barriers/Fences.** The work for this Project will occur during normal working hours, and the Contractor shall coordinate work with DGS. As part of its responsibility for Project safety the Contractor shall install such barriers as may be necessary around the work site. The Contractor shall include this information in the Safety Plan and describes the proposed separation and the specific nature of the barriers that will be used.
- d. **Potential Subcontractors and Suppliers.** The Contractor shall include with its bid a list of the significant potential subcontractors that the Contractor intends to engage to perform the work. Within ten (10) days after the issuance of a Notice to

Proceed, the Contractor shall furnish to the Department and its Program Manager a list of the subcontractors and suppliers that will work on this Project as well as a general description of each such subcontractor's scope of work. For those Contractors to perform specialty work, the Contractor shall provide evidence to demonstrate the capability of the proposed sub-contractor(s) to the Project Manager before engaging such sub-contractor, to perform the specialty work depicted in various sections on the Specifications.

- e. **Schedule of Values** form for approval within 10 calendar days of the issuance of the Notice to Proceed (NTP). Without pre-approved Schedule of Values no invoice will be processed.
- f. **Two-week Look-ahead Schedules** that details what tasks will be performed each day in the upcoming two week period, noting which subcontractors, if any, will be onsite those days
- g. **Invoices** detailing time & materials, description of work performed, and documentation of all expenditures
- h. **Certified Payrolls**, to be submitted within 7 days of the end of the applicable pay period, throughout the length of the construction Project;
- i. The Contractor shall submit all the schedules and progress reports for approval to the Project Manager in a pre-approved format within the 3rd week of each month.
- j. **Progress Meetings**. The Contractor shall schedule and conduct at a minimum weekly progress meetings at which the Department, the Program Manager, the Contractor and appropriate Subcontractors can discuss the status of the Work. The Contractor shall prepare and promptly distribute meeting minutes.
- k. **Written Reports**. The Contractor shall provide written reports to the Project Manager on the progress of the entire Work in accordance at least every other week, including, but not limited to, a baseline schedule and schedule updates with narrative demonstrating the critical path of the Project in Primavera format. The Contractor shall also maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, major equipment on the site, Work accomplished, problems encountered and other similar relevant data as the Department may reasonably require. The log shall be available to the Department and the Project Manager and on a monthly basis a copy of the log shall be submitted to the Department.
- l. **Operation Manuals or Instruction Manuals** - Prior to final acceptance of the Project, the Contractor shall submit to the Project Manager three (3) copies of operation manuals or instruction manuals for each piece of equipment, mechanical or electrical system.

C.9 ADMINISTRATIVE MATTERS

Use of Prolog. The Contractor shall utilize the Department's Prolog system to submit any and all documentation required to be provided by the Contractor for the Project, including, but not limited to, (i) requests for information; (ii) submittals; (iii) meeting minutes; (iv) proposed Changes; (v) certified payrolls (and at DGS' option to upload via DOES LCP Tracker software which the District will make available to the Contractor); (vi) Drawings and Specifications; (vii) punch list; (viii) invoices/applications for payment

(full package including all forms required by DGS); and (ix) other documents as may be designated by the Department.

C.10 KEY PERSONNEL

C.10.1 The Contractor's personnel should have the necessary experience and licenses to perform the required work. Toward that end, Offerors should include within the bid a description of the staff available to perform this work and their qualifications. Key personnel shall include, at a minimum, the following individuals: (i) the Project Executive; (ii) the Field Superintendent; and (iii) the Project Manager who will be responsible for the Project. The Contractor will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement. A list of the key personnel shall be attached to the contract that results from this IFB.

C.10.2 Supervision & Coordination. The Contractor shall properly supervise and coordinate its work. The Contractor shall at a minimum:

- a. The Contractor and DGS Project Manager shall meet as necessary to review Contractor's work;
- b. Maintain full-time on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings, and daily work log;
- c. Coordinate work with any on-site personnel so as to ensure that their activities are not adversely affected;
- d. Conduct periodic progress meetings following a Contractor generated agenda with the Project Manager;
- e. Meet the Project Manager on-site once per week for project update walk-throughs;
- f. Provide general safety signage and posting for the project and see that each subcontractor prepares and submits adequate safety program and monitoring throughout the Project;
- g. Obtain all job permits and approvals from the Department of Consumer and Regulatory Affairs that are required to perform and complete the Work, unless otherwise noted herein;
- h. Prepare payment requests, verify accuracy and forward to Department for approval and payment;
- i. Assemble close-out documents required;
- j. Provide assistance to the Department through all applicable warranty periods;
- k. Coordinate its work with all third parties so as not to delay the critical path of the Project; and
- l. Prepare and submit to the Department construction meeting minutes, progress meeting minutes, daily logs, inspection reports, preliminary and baseline schedules, (Primavera format) and schedule updates demonstrating the critical path of the project.

C.10.3 Site Observations

The Contractor will be required to visit the site, become familiar with local conditions under which the work is to be performed and correlate personal observations with requirements of the Drawings and Specifications. The Contractor shall carefully study and compare the Drawings and Specifications with each other and with information furnished by the Department. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Drawings and Specifications; and (3) promptly report errors, inconsistencies or omissions discovered to the Department. Once work is started, the Contractor assumes the responsibility and costs for the work and the cost of correcting work previously installed.

C.10.4 Progress Meetings

The Contractor shall schedule and conduct at a minimum bi-weekly progress meetings at which the Department, the Project Manager, the Contractor and appropriate Subcontractors can discuss the status of the work. MPD staff will be included, as required. The Contractor shall prepare and promptly distribute meeting minutes.

C.10.5 Written Reports

The Contractor shall provide written reports to the Project Manager on the progress of the entire work in accordance at least every other week, including, but not limited to, a baseline schedule and schedule updates with narrative demonstrating the critical path of the Project in Primavera format. The Contractor shall also maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, major equipment on the site, work accomplished, problems encountered and other similar relevant data as the Department may reasonably require. The log shall be available to the Department and the Project Manager and on a monthly basis a copy of the log shall be submitted to the Department.

C.10.6 Licensing, Accreditation and Registration

The Contractor and all its subcontractors and subconsultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the Contract.

C.10.7 Conformance with Laws

It shall be the responsibility of the Contractor to perform the Agreement in conformance with the Department's Procurement Regulations (27 DCMR § 4700 *et seq.*) and all statutes, laws, codes, ordinances, regulations, rules, requirements and orders of governmental bodies, including, without limitation, the U.S. Government and the District of Columbia government; and it is the sole responsibility of the Contractor to determine

the Department's procurement regulations, statutes, laws, codes, ordinances, regulations, rules, requirements and orders that apply and their effect on the Contractor's obligations thereunder.

C.10.8 Walk-Through Inspection

At the achievement of Substantial Completion, the DGS Program Manager shall perform a walk-through inspection in the presence of the Contractor. The Contractor shall prepare a written report stating any deficiencies found during the walk-through, identify the responsible parties, and ensure that all the deficiencies are corrected by the Contractor prior to demobilization. The Contractor shall not demobilize from the site until receiving written notice, in writing, from the DGS Project Manager the deficiencies have been corrected to the DGS Project Manager's satisfaction.

C.11 LIQUIDATED DAMAGES:

The Contractor shall pay to the District of Columbia the sum of One Thousand Dollars (\$1,000.00) as agreed liquidated damages for each workday of delay in completion of the work for this Project, within the time limits set forth, subject to provisions of Article 5, TERMINATION-DELAYS, of the General Provisions of the Standard Contract Provisions for Construction Projects.

C.12 SPECIAL STANDARDS OF RESPONSIBILITY

The Contractor must, provide examples of at least (3) American Disabilities Act (ADA) upgrade projects of similar size and scope of work, represented to this bid package and should provide examples of such projects and references for those projects. Similar in size shall mean projects with a total value between \$750,000 and \$1,000,000. Similar in scope shall mean construction projects involving:

1. Demonstrated experience in ADA upgrade construction; provide examples.
2. The Contractor shall have at least ten (10) years of experience as a General Contractor and performed a minimum of three (3) projects of comparable size and scope.
3. The Contractor shall submit a reference list including names and telephone numbers of (3) ADA upgrade projects of comparable size and scope within the past five (5) years.
4. If the Contractor does not provide all of the requested information above in items 1, 2, and 3, the Contractor's bid will be deemed non-responsive and non-responsible.
5. If the Contractor has ever received a cure notice on work performed, please provide the reasons and how it was resolved.

**SECTION D
PACKAGING AND MARKING**

D.1 Not Applicable

SECTION E
INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this Contract shall be governed by clause number 11 of the Government of the District of Columbia Department of General Services Standard Contract Provisions (General Provisions) for Construction Contracts, **(Attachment J.14)**.

**SECTION F
PERIOD OF PERFORMANCE AND DELIVERABLES**

F.1 TERM OF CONTRACT

The term of the contract shall be as stated in Section C.5.2.

F.2 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District’s requirements and submit each deliverable described in Section C.8 to the DGS Project Manager identified in Section G.9.

F.2.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 which 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, the District shall not make final payment to the Contractor pursuant to section G.3.2.

F.2.3 In addition, the Contractor shall also provide the following deliverables:

- (a) Hard copies and electronic copies shall be submitted to the Project Manager.
- (b) The Contractor shall provide submittals to the PM as indicated in the Drawings and Specifications, and/or SOW to the Department for its review and approval prior to proceeding with the work.

Item(s)	Format(s)	Due Date(s) in Calendar Days
Project Schedule – Draft of Project Schedule	One (1) electronic copy	Within five (5) calendar days of Contract execution
Submittals – Fully Coordinated Shop Drawings & Submittals	One (1) electronic copy Two (2) hard copies	Within fifteen (15) calendar days of Contract execution
Permits and Delivery of Material		90
Project Completion		90

F.2.4 Submittals

Product Data & Submittals: The Contractor shall provide manufacturer’s product data, provide product warranty, and quantify of fixture/material.

**SECTION G
CONTRACT ADMINISTRATION**

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 create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>. The Contractor shall submit proper invoices on a monthly basis. To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.**
- G.2.2** 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 ("CFO") with concurrent copies to the Project Manager specified in Section G.9 below. The address of the CFO is:

Department of General Services
Office of the Controller/Agency CFO
2000 14th Street NW, 5th Floor
Washington, DC 20009

For assistance with the registration process, technical difficulties and/or additional information on Prolog, please contact the Portal Help Desk at (202) 671-0571.

- 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 (the Contractor shall date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number, invoice number, and appropriate Purchase Order;
- 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** The District shall not make final payment 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

G.4.1 Partial 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:
 - 1. Payment will be made on completion and acceptance of each percentage or stage of work as described in the Fixed Price Contract in accordance with the prices stated in the Form of Offer Letter and Bid Form, **Attachment J.2**; and
 - 2. Presentation of a properly executed invoice.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

- G.5.1** 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.5.2 Any assignment shall cover all unpaid amounts payable under this Contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of 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.6 THE QUICK PAYMENT ACT

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, as amended, 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 at least 1.5% 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 the required payment date. The required payment date shall be:

G.6.1.1.1 The date on which payment is due under the terms of the contract;

G.6.1.1.2 Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

G.6.1.1.3 Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

G.6.1.1.4 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

G.6.1.2 No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or after:

G.6.1.2.1 3rd day after the required payment date for meat or a meat food product;

G.6.1.2.2 5th day after the required payment date for an agricultural commodity; or

G.6.1.2.3 15th day after any other required payment date.

G.6.1.3 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

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

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

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

G.6.2.2 The Contractor must pay any 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 at least 1.5% 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 the:

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

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

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

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

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

G.6.3 Subcontractor Quick Payment Clause Flow-Down Requirements

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.7 CONTRACTING OFFICER (“CO”)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officers are:

George G. Lewis, CPPO
Chief of Contracts & Procurement | Chief Contracting Officer
Department of General Services
2000 14th Street, NW | 8th Floor | Washington, DC 20009
Tel: 202.478.5727 | Email: George.Lewis@dc.gov

Franklin Austin, CPPB, CPM
Contracting Officer
Department of General Services
2000 14th Street, NW 8th Floor
Washington, DC 20009
Franklin.Austin5@dc.gov
Phone: 202-727-7128

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The CO is the only person authorized to approve changes in any of the requirements of this Contract.

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

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 DEPARTMENT REPRESENTATIVES

G.9.1 PROJECT MANAGER

The DGS Project Manager (“DGS PM”) will assist the CO as needed to ensure the effective implementation of all art installation projects. The DGS Project Manager is:

Quinn R. Osbourne
Project Manager – Public Safety Cluster, CCD
Department of General Services
1250 U Street, NW 4th Floor
Washington, DC 20009
Quinn.osborne@dc.gov
202.316.7169

**SECTION H
SPECIAL CONTRACT REQUIREMENTS**

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 provided and issued by the U.S. Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. §§ 276a-276a-7).. The Wage Determination applicable to this and incorporated herein as Section J.7. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise 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 PREGNANT WORKERS FAIRNESS

H.3.1 The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).

H.3.2 The Contractor shall not:

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

(b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

- (1) Pay;
- (2) Accumulated seniority and retirement;
- (3) Benefits; and
- (4) Other applicable service credits;

(c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

(d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

(e) Require an employee to take leave if a reasonable accommodation can be provided; or

(f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

H.3.3 The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to:

(a) New employees at the commencement of employment;

(b) Existing employees; and

(c) An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

H.3.4 The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

H.3.5 Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

H.4 UNEMPLOYED ANTI-DISCRIMINATION

H.4.1 The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

H.4.2 The Contractor shall not:

- (a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or
- (b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:
 - (1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or
 - (2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

H.4.3 Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

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) (**Attachment J.8**) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
- (b) 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 Offeror shall comply with subchapter X of Chapter II of Title 2, and all successor acts thereto, including by not limited to the *Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011*, and the rules and regulations promulgated thereunder, including, but not limited to the following requirements:

- a) At least twenty percent (20%) of journey worker hours by trade shall be performed by District residents;
- b) At least sixty percent (60%) of apprentice hours by trade shall be performed by District residents;
- c) At least fifty one percent (51%) of the skilled laborer hours by trade shall be performed by District residents; and
- d) At least seventy percent (70%) of common laborer hours shall be performed by District residents.

- H.5.4** 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.5.5** The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.
- H.5.6** 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.5.7** 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.5.8** 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.5.9** 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.5.10** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in the Article 14, Disputes clauses of the DGS SCPs for Construction Contracts.
- H.5.11** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

H.6 LIVING WAGE ACT

The Living Wage Act is applicable to this Contract. As such, the Contractor and its subcontractors shall comply with the wage and reporting requirements imposed by that Act (**Attachment J.6**).

H.7 BUY AMERICAN ACT PROVISION.

H.7.1 The Contractor shall comply with the provisions of the Buy American Act (41 U.S.C. § 10a), including, but not limited to, the purchase of steel.

H.7.1.1 In accordance with the Buy American Act (41 U.S.C. § 10a-10d), and Executive Order 10582, December 17, 1954 (3 CFR, 1954-58 Comp., p. 230), as amended by Executive Order 11051, September 27, 1962 (3 CFR, 1059—63 Comp., p. 635), the Contractor agrees that only domestic construction material will be used by the Contractor, subcontractors, material men and suppliers in the performance of the agreement, except for non-domestic material listed in the Contract.

- a. “Components” as used in this Section, means those articles, materials and supplies incorporated directly into the end products.
- b. “Domestic end product”, as used in this section, means, (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States, exceeds 50 percent of the cost of all its components.
- c. Components of foreign origin of the same class or kind as the products shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- d. “End Products”, as used in this Section, means those articles, materials, and supplies to be acquired for public use under this Contract.
- e. The Design- Builder shall deliver only domestic end products, except those:
 - i. For use outside the United States;
 - ii. That the District determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;
 - iii. For which the District determines that domestic preference would be inconsistent with the public interest; or
 - iv. For which the District determines the cost to be unreasonable.

H.7.1.2 Domestic Construction Material. “Construction material” means any article, material or supply brought to the construction site for incorporation in the building or work an unmanufactured construction material is a “domestic construction material” if it has been mined or produced in the United States. A manufactured construction material is a “domestic construction material” if it has been manufactured in the United States and if the cost of its components which have been mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. “Component” means any article, material, or supply directly incorporated in a construction material.

H.7.1.3 Domestic Component. A component shall be considered to have been “mined, produced, or manufactured in the United States” regardless of its source, in fact, if the article, material or supply in which it is incorporated was manufactured in the United States and the component is of a class or kind determined by the government to be not mined, produced or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.

H.7.1.4 Foreign Material. When steel materials are used in a project a minimal use of foreign steel is permitted. The cost of such materials cannot exceed on-tenth of one percent of the total project cost, or \$2,500,000, whichever is greater

H.8 ANTI-DEFICIENCY ACT

The Department's obligations and responsibilities under the terms of the Contract are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1350, 1351, (ii) the D.C. Code 47-105, (iii) the District of Columbia Anti-Deficiency Act, D.C. Code §§ 47-355.01 - 355.08, as the foregoing statutes may be amended from time to time, and (iv) Section 446 of the District of Columbia Home Rule Act. The Contract shall not constitute an indebtedness of the Department, nor shall it constitute an obligation for which the Department is obligated to levy or pledge any form of taxation, or for which the Department has levied or pledged any form of taxation. **IN ACCORDANCE WITH § 446 OF THE HOME RULE ACT, D.C. CODE § 1-204.46, NO DISTRICT OF COLUMBIA OFFICIAL IS AUTHORIZED TO OBLIGATE OR EXPEND ANY AMOUNT UNDER THE AGREEMENT OR CONTRACT DOCUMENTS UNLESS SUCH AMOUNT HAS BEEN APPROVED, IS LAWFULLY AVAILABLE AND APPROPRIATED BY ACT OF CONGRESS.**

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 For all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

H.9.1.2 If there are insufficient SBEs 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 qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

H.9.1.3 A prime contractor that is certified by DSLBD 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.9.1.4 Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

- H.9.1.5** If the prime contractor is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- H.9.1.7** A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

H.9.2 Subcontracting Plan

If the prime contractor is required to subcontract under this Contract, it shall submit a subcontracting plan as part of the bid and it may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor;
- (2) A current certification number of the small or certified business enterprise;
- (3) The scope of work to be performed by each subcontractor; and
- (4) The price that the prime contractor will pay each subcontractor.

H.9.3 Copies of Subcontracts

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, PM, District of Columbia Auditor and the Director of DSLBD.

H.9.4 Subcontracting Plan Compliance Reporting

H.9.4.1 The Contractor shall submit a quarterly report to the CO, PM, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- (A) The price that the prime contractor will pay each subcontractor under the subcontract;