

<b>AWARD/CONTRACT</b>		1a. Caption <b>Fort Totten Transfer Station - Replacement of Tipping Floor and Renovation of Administrative Offices</b> 1b. Market Type <b>SBE Set-Aside</b>		Page of Pages	
				<b>1</b>	<b>64</b>
2. Solicitation/Contract Number <b>DCAM-19-CS-IFB-0025</b>		3. Effective Date <b>See Block 18C</b>		4. Requisition/Purchase Request/Project No. <b>RQ989845</b>	
5. Issued By: <b>Department of General Services Contracts and Procurement Division 2000 14<sup>th</sup> Street, 8<sup>th</sup> Floor Washington, DC 20009</b>		6. Administered by (If other than line 5) <b>Department of General Services Capital Construction Division 1250 U Street, NW 4<sup>th</sup> Floor Washington, DC 20009</b>			
7. Name and Address of Contractor  <b>Insert Contractor</b>		8. Delivery <input type="checkbox"/> FOB Origin <input type="checkbox"/> Other			
		9. RESERVED			
		10. Submit invoices as described in Section G.			
11. RESERVED		12. Payment will be made by <b>Government of the District of Columbia Department of General Services Office of the Chief Financial Officer 2000 14<sup>th</sup> Street, 5<sup>th</sup> Floor Washington, DC 20009</b>			
13. Acknowledgement of Amendments The Bidder acknowledges receipt of amendments to the solicitation		<b>Amendment No.</b>		<b>Amendment No.</b>	
14. Supplies/Services/Price - See Section B					
<b>15. Table of Contents</b>					
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<i>Contracting Officer will complete Item 16</i>					
16. <input type="checkbox"/> AWARD Your bid for the above referenced Solicitation including your Bid and Offer Letter and Bid Form is hereby accepted. Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein.					
17A. Name and Title of Signer (Type or print)			18A. Name of Contracting Officer		
			Franklin Austin - Contracting Officer		
Signature			Signature		

## SECTION B

### CONTRACT TYPE, SUPPLIES OR SERVICES, AND PRICE/COST

#### B.1 INTRODUCTION

The District of Columbia Government (“**District**”) Department of General Services (the “Department” or “DGS”), on behalf of the Department of Public Works (“DPW”), is seeking a contractor to provide all labor, materials and equipment for the replacement of the tipping floor and renovation of the administrative offices at the District’s Fort Totten Trash Transfer Station located at 4900 John McCormack Drive NE, Washington DC 20011 (the “Project”).

This **Invitation for Bids** (“IFB”) is designated only for certified small business enterprise (“SBE”) Contractors under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 *et seq.*, as amended. ONLY Contractors that are certified by the District of Columbia Department of Small and Local Business Development (“DSLBD”) as a SBE are eligible.

#### B.2 CONTRACT TYPE

The District contemplates award of a firm fixed-price **contract** with a fixed unit price for potential structural repairs required. The estimated price range for this Project is between \$1,500,000.00 and \$3,000,000.00.

#### B.3 PRICE SCHEDULE

##### B.3.1 Base Bid

Contract Line Item Number (CLIN)	Description	<b>Firm Fixed Price</b>
001	Replace tipping floor and renovate administrative offices at DPW’s Fort Totten Solid Waste Transfer Station as described in Section C, Scope of Work, Project Specifications ( <b>Attachment J.1.1</b> ) and Drawings ( <b>Attachment J.1.2</b> ). In addition, all work shall be performed in accordance with the Federal Requirements and Contract Provisions for Work, the Summary of Federal Requirements ( <b>Attachment J.2.1</b> ) and the Federal Water Pollution Control Act (Federal Insert) ( <b>Attachment J.2.2</b> )	\$_____

**B.3.2 Structural Repairs**

<b>CLIN</b>	<b>Description</b>	<b>Unit Price</b>	<b>Estimated Quantity*</b>	<b>Extended Price</b>
002	Structural Repairs beyond the first 100 cubic feet as described in C.3.2.2	\$_____/Per Cubic Foot	100 Cubic Feet	\$_____

\*Evaluation Purposes Only

**B.3.3 Total Bid**

The Contractor's total bid shall include the **fixed price** for CLIN 001 and the Extended Price for CLIN 002. The Contractor's total bid for evaluation purposes is as follows:

<b>CLIN</b>	<b>Description</b>	<b>Fixed Price/ Extended Price</b>
001	Base Bid (B.3.1)	\$ _____
002	Structural Repairs (B.3.2)	\$ _____
<b>Total Bid</b>		\$ _____

## SECTION C SCOPE OF WORK/SPECIFICATIONS

### C.1 INTRODUCTION

The Department is seeking to engage a contractor for the capital improvement of the Department of Public Works (“DPW”)’s Fort Totten Solid Waste Transfer Station. The scope of this Project includes the replacement of the tipping floor and renovation of the administrative offices including selective demolition and civil construction work as described in Section C, Project Specifications (**Attachment J.1.1**) and Drawings (**Attachment J.1.2**) . All work shall be completed in accordance with Federal Requirements and Contract Provisions for work under the Federal Water Pollution Control Act, Summary of Requirements (**Attachment J.2.1**) and the Federal Requirements and Contract Provisions for Work under the Federal Water Pollution Control Act (Federal Insert) (**Attachment J.2.2**).

### C.2 BACKGROUND

The Fort Totten Solid Waste Transfer facility tipping floor receives about 60% of the District’s collected municipal solid waste of ~450,000 tons. This solid waste trash is temporarily stored on the tipping floor or immediately transferred into long distance haulers which in turn transport it to waste processing facilities outside of the District. Due to the increasing population of the District, continuous use and beating the tipping floor takes from loaders and trucks and changes in the waste stream, the existing tipping floor is in a dilapidated condition with extensive areas of cracked concrete and exposed reinforcement bars. The floor requires a complete demolition of existing concrete toppings and replacing it with new special concrete containing steel fibers.

Additionally, other elements of the facility such as floor drainage and [mechanical electrical and plumbing](#) (“MEP”) require significant improvements. The last time appreciable capital improvement was done on this tipping floor was in 2004. As part of the District’s redevelopment of the facility, a new design has been adopted to enhance the efficiency of operations of the facility. The new design also considered various construction elements to redirect run-off of leachate and storm water, directing it towards appropriate drains leading to sand filtering chambers meeting best management practices (“BMP”).

[This contract will be funded in part with federal funds awarded to the District’s Department of Energy and Environment \(DOEE\) through the Clean Water Construction Program. As such, DOEE will play a role in the monitoring the Contractor’s performance to ensure compliance with Federal requirements.](#)

### C.3 REQUIREMENTS

The Contractor shall provide all of the labor, tools, equipment, and materials necessary to perform the work called for in the Project Specifications (**Attachment J.1.1**) and Drawings

(**Attachment J.1.2**). All work shall be completed in accordance with the Federal Water Pollution Control Act, Summary of Requirements (**Attachment J.2.1**) and the Federal Requirements and Contract Provisions for Work under the Federal Water Pollution Control Act (Federal Insert) (**Attachment J.2.2**). To the extent there is inconsistency between the Project Specifications and Drawings, please refer to the District of Columbia Standard Contract Provisions (General Provisions) (2016) (SCP), (**Attachment J.3**) Article 2, Specifications and Drawings.

Prior to submitting its bid, each Bidder shall carefully review **Attachments J.1.1, J.1.2, J.2.1, J.2.2 and J.3** 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.3.1 Phasing of Work**

**C.3.1.1** Since the District is heavily dependent on this facility, the Contractor shall implement the Project in phases to ensure the facility remains operational throughout the construction period. The Drawings (**Attachment J.1.2**) include the phasing plan of the tipping floor. The Contractor shall develop the means and methods most practical for the successful completion of the Project. The Contractor shall coordinate with the Contracting Officer's Technical Representative ("COTR") identified in Section G.9.6 and DPW to determine the appropriate staging of work.

### **C.3.1.2 Phasing Schedule**

The Contractor shall develop and submit a Phasing Schedule to include a description of the staging, safety measures, and schedule to the COTR for review and approval prior to the start of work. The probable phasing plan is included in the Drawings (See: S-2.2).

### **C.3.2 Tipping Floor**

**C.3.2.1** The Contractor shall perform work to replace the concrete flooring of the tipping floor and all related services. The Contractor shall provide at a minimum the following:

- a. Hydro demolition of existing tipping floor and construct new floor based on the approved Project Specifications (**Attachment J.1.1**) and Drawings (**Attachment J.1.2**).
- b. Hydro demolition of structural elements, if required and directed by the District, following the Project Specifications (**Attachment J.1.1**) and Drawings (**Attachment J.1.2**).
- c. Hydro demolition and construction of structure on grade slab of the tipping floor and recast the new slab with necessary reinforcements following the Project Specifications (**Attachment J.1.1**) and Drawings (**Attachment J.1.2**).
- d. Prepare and maintain necessary slope on the floor to avoid any ponding of water on the floor. Maintain flow towards drains.

- e. Prepare and maintain necessary slope in the proposed recycling area to avoid any contamination of the recyclables by leachate water.
- f. Repair the existing ramps to ensure easy access by all vehicles engaged in the Solid Waste handling operation.
- g. Construction of pipes and channels to divert water away from open conveyances and material storage areas and towards floor drains that channel storm runoff to nearby BMPs, in accordance with the Project Specifications (**Attachment J.1.1**), Drawings (**Attachment J.1.2**) and DOEE Stormwater Management, and Soil Erosion and Sediment Control regulations (**Attachment J.16**).
- h. Construction of all specified MEP and fire protection work, including infrared detection systems inside the facility.
- i. Provision and installation of one observation booth at the entrance of the tipping floor for the sanitation worker with all amenities, such as voice/data, electrical and heating and ventilation system as shown in the design.
- j. Replace all three (3) push pit steel chutes on the tipping floor.
- k. Repair the cracks between the concrete curbs and safety walls along ramps leading into and out of the tipping floor.
- l. Repair the concrete pavements leading into and out of the tipping floors at grade level.

#### **C.3.2.2 Structural Repair**

- a. Base Bid - The Contractor's Base Bid (B.3.1) shall include 100 cubic feet of structural repair.
- b. Additional Structural Repair - The Department is unable to determine the extent the flooring and reinforcement for the tipping floor have deteriorated. The Contractor shall remove the top layer of concrete to determine the structural integrity of the concrete and the extent therefore that additional structural repairs needed.
- c. Required repairs shall be determined by the DGS and DPW engineers and submitted for approval to the COTR prior to the work being performed. The repairs shall be made in accordance with drawing numbers S-4.0A, S-4.1A, S-5.1A, S-5.2A, S-5.3A, S-5.4A, S-5.5A, S-5.6A, S-5.7A, and S-5.8A.
- d. Structural repairs beyond the first 100 cubic feet will be paid at the unit rate identified in B.3.2 (CLIN 0002).

#### **C.3.3 Administrative Office Space**

The Contractor shall perform work to renovate the administrative offices as outlined in the approved Project Specifications (**Attachment J.1.1**), Drawings (**Attachment J.1.2**) and DOEE Stormwater Management, and Soil Erosion and Sediment Control regulations (**Attachment J.16**). Major components of this task shall include at a minimum the following:

Major components of this task shall include at a minimum the following:

- a. Required architectural work.
- b. Partial demolition and reconstruction of administrative building of the Fort Totten Solid Waste Transfer Station. This shall include but not limited to new offices, corridors, circulation, and reconfiguration of restrooms with ADA accessibility, new bathroom fixtures. The work also includes the roofing, and ceiling work.
- c. Build a new ADA access ramp for the access and exist from the Administrative Office building as shown in the [Project Specifications and Drawings](#).
- d. Upgrade the existing MEP system as shown in the [Project Specifications and Drawings](#). The work includes but not limited to the following:
  1. Plumbing: Rebuild/rework both the restrooms with all necessary fixtures. Plumbing work shall be developed to support the mechanical engineering effort utilizing the existing building plumbing system to the extent feasible and within the existing building confines. The plumbing and drainage system shall also include, but may not be limited to, the storm water management system and down spout and gutter system.
  2. The fire protection system has recently been renovated and upgraded but some fire protection design work shall be needed based on the new design of the facility to provide both fire alarm and fire extinguishing capabilities for the entire facility.
  3. All electrical/voice/data and heating and cooling (split system) system upgrades for this renovation are included in the Scope of [Work](#).

### C.3.4 Civil Work

**C.3.4.1** [The Contractor shall perform all civil work pertaining to this Project based on the Project Specifications \(\[Attachment J.1.1\]\(#\)\), Drawings \(\[Attachment J.1.2\]\(#\)\) and DOEE Stormwater Management, and Soil Erosion and Sediment Control regulations \(\[Attachment J.16\]\(#\)\) to meet the BMP mandated by the Clean Water Act \(CWA\).](#)

The major work in this section shall include at a minimum the following:  
a minimum the following:

- a. Enhancement and cleanup of hazardous storm water runoff by incorporating sand filters as shown in the design.
- b. Installation of necessary drainage system as shown in the Drawings to capture the liquid waste stream from the Resident Drop-off area and routing them in the sand filter before entering into the storm water system.
- c. Installation of new drainage system at the back of the Fort Totten Tipping Floor to capture and transmit flow of storm water.
- d. Ensure the drainage system prevents leaves from clogging the system and reduces the velocity of water to minimize any type of erosion.
- f. Ensure the trench drains at both entrance and exit of the floor are built in accordance with the Project Specifications ([Attachment J.1.1](#)) and

Drawings (**Attachment J.1.2**).

- g. Partial demolition and construction of curbs at the entrance and exit points of vehicles into the lot.
- h. Partial demolition and construction of the edge of the entrance ramp so that vehicles can easily maneuver from the residential drop-off operation as shown in the Drawings.
- i. Provide temporary signage on new traffic plans from vehicular movement during the construction phase of the Project.

### **C.3.5 Signage and Site Postings**

**C.3.5.1** The Contractor shall ensure the following Project signage and postings including at a minimum the following are followed:

- a. Project sign that identifies the Project as a CWC Project, and lists the funding sources in accordance with the sample Project signage provided **Attachment J.13**. DOEE will provide funding information and funder's logos
- b. Signage on the facility gates with notices of affected areas temporary closure and approximate duration in accordance with the sample Project signage provided **Attachment J.13** and in consultation with the DPW personnel. A sample Project sign is provided in **Attachment J.13**.
- c. Temporary Signs as described in C.3.4.1i.
- d. Permits, as applicable
- e. Davis Bacon Wage Rate Determination (**Attachment J.4**)
- f. Equal Opportunity Posting (<http://www1.eeoc.gov/employers/poster.cfm>)
- g. Approved construction plans and specifications, as applicable (present, not posted)

## **C.4 GENERAL CONDITIONS**

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

- C.4.1** The Contractor shall be responsible for determining existing conditions on Project site by examination, whether indicated in the Scope of Work or not.
- C.4.2** This work in question is in a facility frequented by citizens, therefore, no work can be performed in any areas without proper approved schedules by the DPW Facility Manager.
- C.4.3** Time is of the essence with respect to the contract. The Contractor shall substantially complete the Project ("**Substantial Completion**") within One Hundred Eighty (180) calendar days from the date specified in the written Notice to Proceed ("NTP") and Letter Contract signed by the Department's contracting officer ("Contracting Officer" or "CO") "**Substantial Completion shall mean that all of the following have occurred: (1) the work**



has been completed with only minor punch list items remaining to be completed; (2) any and all required permits or approvals related to the work have been obtained; (3) all operating and maintenance manuals, training videotapes and 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 or other District agency, as the case may be, 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. The Contractor shall fully complete ("Final Completion") the Project within ten (10) days of Substantial Completion. Final Completion shall mean the point at which Substantial Completion has been achieved, all punch list items noted at Substantial Completion have been completed and all documents the Design-Builder is required to deliver to the Department as a condition to receiving final payment have been received. 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.4.4** All work shall be performed during the normal business hours (between 7:00 a.m. to 7:00 p.m.) Monday through Friday, except District Government holidays. Work shall be scheduled and coordinated with the COTR.
- C.4.5** 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.4.6** The Contractor shall provide Submittals and Deliverables as indicated in C.6 and F.2 to the COTR for its review and approval prior to proceeding with the work.
- C.4.7** 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.4.8** 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 COTR and
  - d. Remove unsuitable or extraneous materials such as abandoned furnishings and equipment, and debris such as rotten wood, rusted metals and deteriorated concrete.

- C.4.9** The Contractor shall be responsible for obtaining all trade permits and required approvals from the [District](#) that are required to perform and complete the installation at no additional cost to the Department.
- C.4.10** 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.4.11** The costs of any security, as applicable, shall be included in the Bidder's lump sum price.
- C.4.12** All materials, equipment and installations provided shall have a warranty period of at least one (1) year from Final Completion.
- C.4.13** Parking is limited to street parking. The Contractor shall use street parking and keep all driveways, loading areas, and entrances serving premises clear and available to District employees, and the public. The Contractor shall not use these areas for parking or storage of materials, and schedule deliveries to minimize use of driveways and entrances.
- C.4.14** The Contractor shall comply with the following:
- a. The area available to the Contractor for performance of the work is restricted to the areas in which that work shall be conducted with the understanding that it may at any time be further encroached upon by the facility for security reasons. When the District or the occupant continues to occupy portions of the Project during construction, the Contractor shall schedule and conduct the work so as to cause the least interference with operations of the District or occupants.
  - b. When the above must be interrupted, the Contractor shall provide alternate facilities acceptable to the COTR or schedule the interruption for a time when occupancy will not be impaired.
- C.4.15** 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 the District's written permission.
- C.4.16** The Contractor shall obtain required approvals from authorities having jurisdiction.
- C.4.17** Smoking shall not be permitted within the building or within 25 feet of entrances, operable windows, perimeter fence, or outdoor-air intakes.
- C.4.18** Use of tobacco products and other controlled substances shall not be permitted on the construction site.

- C.4.19** District may appoint other entities to manage day-to-day activities for the execution of the Project.
- C.4.20** The Contractor shall coordinate with the COTR 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.
- C.4.21** Furnish & Install protection to floor and wall areas not slated for demolition where workers will be walking and delivering materials.
- C.4.22** 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.4.23** Provide Final Cleaning of all spaces where renovations occur, including construction entry and exit pathways, in addition, to include all waxing/sealing of VCT flooring, and cleaning of ducts/registers/grills of HVAC system. Additionally, after work is completed, replace all HVAC filters for affected areas.
- C.4.24** 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.4.25** 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.
  - b. path of the Project (Primavera format).
- C.4.26** 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.4.27 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.
- 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.4.28 Contractor Notice Regarding Late Performance**

In the event the Contractor anticipates or encounters difficulty in complying with the terms and conditions as stated in the Contract or in meeting any other requirements set forth in the Contract, the Contractor shall immediately notify the CO and the COTR in writing giving full detail as to the rationale for the late delivery and why the Contractor should be granted an extension of time, if any. Receipt of the Contractor's notification shall in no way be construed as an acceptance or waiver by the Department.”

**4.28.1 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.4.29** 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.5 PROJECT SPECIFICATIONS AND DRAWINGS**

The Contractor shall construct the work described on the Drawings and Specifications including any work that is 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 [as defined in the SCP \(Attachment J.3\)](#). 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.5.1 Specifications

The Specifications for the Project work are delineated in the attached Specifications developed by DP+Partners Architects dated August 3, 2018 (**Attachments J.1.1**). The Project Specification are hereby incorporated and made part of this **IFB** and resulting contract.

### C.5.2 Drawings

The Contractor shall perform the work in accordance with the stamped, initialed and dated Drawings provided in **Attachment J.1.2** and listed below:

DRAWING NO.	DRAWING TITLE
	COVER SHEET – TIPPING FLOOR & OFFICE RENOVATION- FORT TOTTEN
A0.0	ZONING, BLDG DATA, ABBREVIATIONS AND SYMBOLS
AE.0	ZONING & EGRESS DIAGRAMS
CIV 001	CIVIL DRAWINGS COVER SHEET
CIV 100	EXISTING COND AND DEMO PLAN
CIV 300	SITE & UTILITY PLAN
CIV 305	SITE GRADING PLAN
CIV 310	UTILITY PROFILES & CALCULATIONS
CIV312	UTILITY PROFILES & CALCULATIONS
CIV315	SITE DETAILS
CIV 317	SITE DETAILS
CIV 320	UTILITY DETAILS
CIV 321	UTILITY DETAILS
CIV 322	SITE DETAILS
CIV 400	EROSION AND SEDIMENT CONTROL PLAN
CIV 410	EROSION & SEDIMENT COTRL NOTES & DETAILS
CIV 411	EROSION & SEDIMENT COTRL NOTES & DETAILS
A.1	FORT TOTTEN ARCHITECTURAL SITE PLAN
A.2	TIPPING FLOOR PLAN/RCP
A.3	ADMINISTRATIVE BUILDING FLOOR PLANS
A.4	ADMIN-FLOOR PLAN
A.5	ENLARGED RESTROOM PLANS & ELEVATIONS
A.6	TIPPING FLOOR BOOTH & SECTION DETAILS
A.7	GUARD/HANDRAIL DETAILS
A.8	SCHEDULES: DOORS AND PARTITIONS
S-1.0	STRUCTURAL GENERAL NOTES
S-2.1	STRUCTURAL TIPPING FLOOR PLAN
S-2.2	CONCEPTUAL PHASING PLAN

S-3.1	STRUCTURAL GENERAL SECTIONS
S-3.2	SECTIONS I
S-3.3	SECTIONS II
S-3.4	SECTIONS III
S-3.5	SECTIONS IV
S-3.6	SECTIONS V
S-3.7	SECTIONS VI
S-3.8	SECTIONS VII
S-4.0A	(SSR) DETAILS TITLE SHEET
S-4.1A	(SSR) TIPPING FLOOR PLAN
S-5.1A	(SSR) GENERAL SECTIONS
S-5.2A	(SSR) SECTIONS I
S-5.3A	NOT USED
S-5.4A	(SSR) SECTIONS II
S-5.5A	(SSR) SECTIONS III
S-5.6A	(SSR) SECTIONS V
S-5.7A	(SSR) SECTIONS VI
S-5.8A	(SSR) SECTIONS VII
S-6.1	DETAILS
S-6.2	RAMP & OTHER DETAILS
S-6.3	SLAB LOCAL REPAIR DETAILS
M.0	MECHANICAL GENERAL NOTES & SYMBOLS
M.1	MECHANICAL TIPPING FLOOR PLAN
M.2	MECH – ENLARGED ADMIN OFFICE FLOOR PLAN
M.3	MECHANICAL SCHEDULES & DETAILS
E.0	ELECTRICAL – GENERAL NOTES, SYMBOLS & ABBRVS
E.1	ELECTRICAL – TIPPING FLOOR PLAN
E.2	ELECTRICAL – ENLARGED ADMIN OFFICE FLOOR PLAN
E.3	ELECTRICAL DETAILS
P.0	PLUMBING – GENERAL NOTES, SYMBOLS, ABBRS
P.1	PLUMBING TIPPING FLOOR PLAN
P.2	PLUMBING SCHEDULES
P.3	PLUMBING DETAILS

## C.6 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 seven (7) days of the issuance of a NTP, 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 COTR. The COTR 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 in an occupied facility, during normal working hours, and the Contractor shall coordinate work with DGS and the building occupants. 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 seven (7) 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 COTR 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 NTP. Without pre-approved Schedule of Values no invoice will be processed.
- f. **Samples, Catalogue Cuts and Shop Drawings** A complete list of all samples, catalogue cuts and shop drawings within 10 days of NTP. The Contractor must submit the samples in 3 copies: two copies to the architect/engineer ("AE") of record for review and approval and one copy to COTR.
- g. **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
- h. **Invoices** detailing time & materials, description of work performed, and documentation of all expenditures
- i. **Certified Payrolls**, to be submitted within 7 days of the end of the applicable pay period, throughout the length of the construction Project;
- j. **Subcontractor utilization reports** that allow DOEE to complete EPA Form 5700-52-A "Minority Business Enterprise (MBE)/Women's Business Enterprise (WBE) Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements," including the total amount paid to each subcontractor for work on the Construction Grant Project during the previous fiscal year (October 1 – September 30) and the subcontractor MBE/WBE status, which will be submitted at the end of the fiscal year.
- k. The Contractor shall submit all the schedules and progress reports for approval to the COTR in a pre-approved format within the 3<sup>rd</sup> week of each month.



- l. **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.
- m. **Written Reports.** The Contractor shall provide written reports to the COTR 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 COTR and on a monthly basis a copy of the log shall be submitted to the Department.
- n. **Operation Manuals or Instruction Manuals** - Prior to final acceptance of the Project, the Contractor shall submit to the COTR three (3) copies of operation manuals or instruction manuals for each piece of equipment, mechanical or electrical system.

## C.7 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.8 KEY PERSONNEL

**C.8.1** 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.8.2 Supervision & Coordination.** The Contractor shall properly supervise and coordinate its work. The Contractor shall at a minimum:

- a. Meet as necessary. The Contractor and the DGS COTR shall to review

- 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 COTR.
- e. Meet the COTR 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

#### **C.9 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 [SCP](#), ([Attachment J.3](#))

#### **C. 10 SPECIAL STANDARDS OF RESPONSIBILITY**

The Contractor shall provide at a minimum a list of (3) construction projects completed in the past (10) years similar in size and scope as that described in Section C, Scope of Work. Similar in size shall mean projects with a total value between \$1,500,000 and \$5,000,000 Similar in scope shall mean construction projects involving:

- a. Demonstrated experience in construction or modernization of industrial type facilities including
  - 1. industrial grade structural concrete work
  - 2. Transportation Grade Ramp/Retaining Walls;
  - 3. District Department of Transportation (DDOT) pavement work
- b. Demonstrated experience in working with major utility components and major City Water and Sewer Lines ( 18" or greater) replacement and installation;

- c. Demonstrated experience Storm Water Best Management Practice\*\* and Department of the Energy and Environment (DOEE) on Storm Water Runoff Structures;
- d. Use of phasing work to maintain facility operations throughout the construction phase of the Project.
- e. Demonstrated experience successfully completing fast-track projects on-time and on-budget;
- f. The Bidder/Prime Contractor must submit documentation that it has performed outreach to Disadvantaged Business Enterprises (DBE) for procurement of construction, equipment, services and supplies. Documentation of DBE outreach efforts can consist of a phone log, emails, and/or internet postings, sent to certified DBEs, along with an explanation of the responses from the DBE contractors.
- g. If the Bidder/Prime Contractor intends to utilize specialty contractor(s) as subcontractors for the specialty work depicted in various sections of the Specifications, the Bidder/Prime Contractor shall provide evidence to demonstrate the capability of the proposed sub-contractor(s).

**SECTION D**  
**PACKAGING AND MARKING**

Not Applicable.

## **SECTION E**

### **INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for the resultant contract shall be governed by [Article 11](#) District of Columbia Department of General Services Standard Contract Provisions (General Provisions) Construction Contracts, dated 2016. (**Attachment J.3**)
  
- E.2** DOEE will generally perform the inspections for EPA, photo-documenting site compliance. DOEE will interview workers to verify Davis Bacon Wage compliance if applicable. For this reason, it is imperative that the DOEE CWC representative be included in scheduling of site visits throughout the Project period.

## **SECTION F**

### **PERIOD OF PERFORMANCE AND DELIVERABLES**

#### **F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of one hundred eighty (180) calendar days from the date of receipt of NTP.

#### **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.6 to the COTR identified in Section G.9.6.

- F.2.1** The Contractor shall submit to the District, as a deliverable, the report described in Section H.5.2 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**

### **G.1 INVOICE PAYMENT**

**G.1.1** The Department 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 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

### **G.2 INVOICE SUBMITTAL**

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

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

**G.2.2** To constitute a proper invoice, in addition to the requirements specified elsewhere in this contract, the Contractor shall submit the following information on the invoice:

**G.2.2.1** Contractor's name, federal tax ID and invoice date (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.2.2.9** Federal reporting requirements

- a. Documentation of DBE outreach efforts log to any subcontractors added during the course of the Project
- b. Certified payrolls
- c. Two-week look-ahead schedules that detail what tasks will be performed each day in the upcoming two week period, noting which subcontractors, if any, will be on- site those days
- d. Invoices detailing time & materials, description of work performed, and documentation of all expenditures.

### **G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.3.1** For contracts subject to the fifty one percent (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 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 fifty one percent (51%), District Residents New Hires Requirements and First Source Employment Agreement requirements.

### **G.4 PAYMENT**

#### **G.4.1 Partial Payments**

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 Section B.3"; 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** 3<sup>rd</sup> day after the required payment date for meat or a meat food product;

**G.6.1.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

**G.6.1.2.3** 15<sup>th</sup> 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** 3<sup>rd</sup> day after the required payment date for meat or a meat product;

**G.6.2.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

**G.6.2.2.3** 15<sup>th</sup> 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 Subcontract 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 Officer is:

**George G. Lewis, CPPO**

Associate Director | 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](mailto:George.Lewis@dc.gov)

**Franklin Austin, CPPB, CPM**

Contracting Officer  
Department of General Services  
1250 U Street NW | 3rd Floor | Washington, DC 20009  
Tel: 202.727.7128 | Email: [franklin.austin5@dc.gov](mailto:franklin.austin5@dc.gov)

**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 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. These include:

- G.9.1** 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.9.2** Coordinating site entry for Contractor personnel, if applicable;
- G.9.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contracted amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.4** 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.9.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.6** The address and telephone number of the COTR is:

Hares Sayed  
DC Department of General Services  
1250 U Street, NW 4<sup>th</sup> Floor  
Washington, DC 20009  
202-442-4991  
hares.sayed@dc.gov

- G.9.7** The COTR shall NOT have the authority to:
- a. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
  - b. Grant deviations from or waive any of the terms and conditions of the contract;
  - c. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
  - d. Authorize the expenditure of funds by the Contractor;
  - e. Change the period of performance; or
  - f. Authorize the use of District property, except as specified under the contract.
- G.9.8** The Contractor shall 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.

## **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 (41 U.S.C. 351 *et seq.*) and incorporated herein as **Attachment J.4** of this solicitation.

### **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.6**) 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 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 the 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** 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.5.7** 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.5.8** 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.5.9** The Contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in [Article 7](#) of the SCP, Disputes.

**H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

## **H.6     RESERVED**

## **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.

**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, CA, 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, CA, 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;
- b. A description of the goods procured or the services subcontracted for;
- c. The amount paid by the prime contractor under the subcontract; and
- d. A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

- H.9.4.2** If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

### **H.9.5 Annual Meetings**

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

## **H.10 FAIR CRIMINAL RECORD SCREENING**

- H.10.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (“Act” as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

- H.10.2** Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

- H.10.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

- H.10.4** The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.

- H.10.5** This section and the provisions of the Act shall not apply:

- (a) Where a federal or District law or regulation requires the consideration of an applicant’s criminal history for the purposes of employment;
- (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
- (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
- (d) To employers that employ less than 11 employees.

- H.10.6** A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and

the Commission on Human Rights may impose monetary penalties against the Contractor.

## **H.11 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at *D.C. Official Code § 2-532 (a-3)*, requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection **G.11** who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the 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.12 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

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

## **H.13 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.14 WAY TO WORK AMENDMENT ACT OF 2006**

### **H.14.1** Except as described in **Section H.14.8** 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.14.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage.
- H.14.3** 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.14.4** The DOES may adjust the living wage annually and Contractor will find the current living wage rate on its website at [www.does.dc.gov](http://www.does.dc.gov).
- H.14.5** The Contractor shall provide a copy of the Fact Sheet attached as **J.7** to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as **J.7** 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.14.6** 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.14.7** 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.14.8** 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 imminent 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.14.9** 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.15 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

## **SECTION I CONTRACT CLAUSES**

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

The [District of Columbia](#) Department of General Services Standard Contract Provisions (General Provisions) [Construction Contracts](#) (SCP) (**Attachment J.3**). The (SCP) are incorporated as part of the contract.

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

### **I.3 CONFIDENTIALITY OF INFORMATION**

[All information obtained by the Contractor relating to any employee or customer of the District shall be kept in absolute confidence and shall not be used 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 Definitions**

1. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be

identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.

4. “District” – The District of Columbia and its agencies.

### **I.5.2 Title to Project Deliverables**

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall: (1) remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s bid that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction), and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the Project or work plan or contract; and (2) be licensed in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Products, whether preliminary, final or otherwise, including all patent, trademark, and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

### **I.5.3 Transfers or Assignments of Existing or Custom Products by the District**

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor’s business.

### **I.5.4 Subcontractor Rights**

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, **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.5.5 Source Code Escrow**

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, 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 the contract or any paid-up maintenance agreement, or if the Contractor should be declared 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 current version of the source code supplied under the 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.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

### **I.5.6 Indemnification and Limitation of Liability**

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.5.7** All DGS data, information, documents, and similar material provided to the contractor for the purpose of performing the scope will remain the sole property of DGS and will be destroyed or returned by the contractor upon completion of services.

**I.5.8** All Contractors' specified deliverables to DGS will become DGS sole property and will not be encumbered in their future use by any licensing or copyright by Contractor. Contractor may maintain a copy of deliverables for internal reference purposes.

**I.5.9** Contractor's intellectual property related to delivery of services will remain the Contractor's property unless otherwise specified in this Contract or task order.

## **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**

**I.8.1 GENERAL REQUIREMENTS.** The Contractor at its sole expense 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- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers'

compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

**I.8.1.1 Commercial General Liability Insurance ("CGL")** - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

**I.8.1.2 Automobile Liability Insurance** - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial

automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

**I.8.1.3 Workers' Compensation Insurance** - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

**I.8.1.4 Employer's Liability Insurance** - The Contractor shall provide evidence satisfactory to the CO of 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.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

**I.8.1.5 Crime Insurance (3rd Party Indemnity)** - The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$10,000 per occurrence.

**I.8.1.6 Cyber Liability Insurance** - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

**I.8.1.7 Environmental Liability Insurance** - The Contractor shall provide evidence satisfactory to the CO of pollution legal liability insurance covering losses caused by pollution conditions that arise from the ongoing or completed operations of the Contractor. Completed operations coverage shall remain in effect for at least ten (10) years after completion of the work. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), cleanup costs, liability and cleanup costs while in transit, and defense (including costs and expenses incurred in the investigation, defense and settlement of claims). There shall be neither an exclusion nor a sublimit for mold-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution legal liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such

coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous coverage will be maintained or an extended reporting period will be exercised for at least ten (10) years after completion. The Contractor also must furnish to the Owner certificates of insurance evidencing pollution legal liability insurance maintained by the transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.

**I.8.1.8 Professional Liability Insurance (Errors & Omissions)** - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.

**I.8.1.9 Commercial Umbrella or Excess Liability** - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$15,000,000 per occurrence and \$15,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

**I.8.2 PRIMARY AND NONCONTRIBUTORY INSURANCE**

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

**I.8.3 DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia, and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

**I.8.4 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.**

- I.8.5 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.
- I.8.6 MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- I.8.7 NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if 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. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- I.8.8 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. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia and mailed to the attention of:

Franklin Austin  
Contracting Officer  
Department of General Services  
2000 14<sup>th</sup> Street, NW 8<sup>th</sup> Floor  
Washington, DC 20001  
202 727-2800  
[franklin.austin5@dc.gov](mailto:franklin.austin5@dc.gov)

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- I.8.9 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.8.10 CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

## **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 **Attachment J.5** An award cannot be made to any bidder who has not satisfied the equal employment requirements.

## **I.10 ORDER OF PRECEDENCE**

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

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. IFB, as amended
6. Bid

## **I.11 CLAIMS & DISPUTE RESOLUTION**

All disputes arising under or relating to this Contract shall be resolved as provided in the SCs , Article 7: Disputes..".

## **I.12 CHANGES**

- a. The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive,

consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in the SCP.

- b. The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of this contract, unless the CO:
  1. Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work;
  2. Obtains a certification of funding to pay for the additional work;
  3. Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
  4. Provides the Contractor with written notice of the funding certification.
- c. The Contractor shall include in its subcontracts a clause that requires the Contractor to:
  1. Within 5 business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
  2. Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
  3. Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.
- d. Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.

### **I.13 NON-DISCRIMINATION CLAUSE**

- I.13.1** The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, [approved](#) December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1402.01) (2001 Ed.) (“Act” as used in this Section) . The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.



**I.13.2** Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register and Mayor's Order 2002-175 (10/23/02), 49 DCR 9883, the following clauses apply to this contract:

- a. The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, [familial status](#), family responsibilities, disability, matriculation, political affiliation, [source of income](#), or [place of residence or business](#). Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
- b. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, [familial status](#), [family responsibilities](#), [disability](#), [matriculation](#), [political affiliation](#), [source of income](#), or [place of residence or business](#). The affirmative action shall include, but not be limited to the following:
  1. employment, upgrading or transfer;
  2. recruitment, or recruitment advertising;
  3. demotion, layoff or termination;
  4. rates of pay, or other forms of compensation; and
  5. selection for training and apprenticeship.
- c. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in [subsections I.13.1 and I.13.2](#) concerning non-discrimination and affirmative action.
- d. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in [subsection I.12.4](#).
- e. The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- f. The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to

- permit access of such subcontractors' books, records, and accounts for such purposes.
- g. The Contractor agrees to comply with the provisions of [this chapter](#) and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.
  - h. The Contractor shall include in every subcontract the equal opportunity clauses, [subsections I.13.3 through I.13.11 of this section](#), so that such provisions shall be binding upon each subcontractor or vendor.
  - i. The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

## **I.14 BONDS**

### **I.14.1 Bid Bond**

Bidders are required to submit with their bid a bid bond in the amount of five percent (5%) of total bidding budget, in the form included as **Attachment J.14**. All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties. Alternatively, Bidders may submit a cashier's check in lieu of a bid bond. However, in the event a Bidder who is awarded the Agreement fails to post a payment and performance bond for the full value of the Agreement, the Bidder shall thereby forfeit the full amount of the cashier's check, and the Department shall collect such funds as liquidated damages. If the Bidder chooses to submit a cashier's check in lieu of a bid bond, the Bidder must complete the form included as **Attachment J.15** and return, notarized, with the Bidder's Proposal.

### **I.14.2 Trade Subcontractor Bonds**

The Contractor shall require that all trade subcontractors provide a payment and performance bond having a penal value equal to One Hundred Percent (100%) of the cost of the trade subcontract. All such bonds shall be written on a dual-obligee basis.

### **I.14.3 Contractor's Payment and Performance Bond**

The Contractor shall be required to provide payment and performance bonds each having a penal value equal to 100% of the Contract Amount. The Contractor shall provide the required bonds within ten (10) days of the execution of the Contract. All bonding companies must be licensed to conduct business in the District of Columbia and be included on the Department of Treasury's Listing of Approved Sureties website.

**I.15 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 Contracting Officer.

**I.16 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 incorporated into the solicitation and resulting contract by reference.

<b>Attachment Number</b>	<b>Document</b>
<b>J.1.1</b>	Project Specifications
<b>J.1.2</b>	Drawings
<b>J.2.1</b>	Federal Water Pollution Control Act, Summary of Requirements
<b>J.2.2</b>	Federal Requirements and Contract Provisions for Work under the Federal Water Pollution Control Act
<b>J.3</b>	Department of General Services Standard Contract Provisions (General Provisions) Construction Contracts (2016)
<b>J.4</b>	U.S. Department of Labor Davis Bacon Wage Determination
<b>J.5</b>	Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85
<b>J.6</b>	Department of Employment Services First Source Employment Agreement and Employment Plan
<b>J.7</b>	Way to Work Amendment Act of 2006 – Living Wage Notice and - Living Wage Fact Sheet
<b>J.8</b>	Tax Certification Affidavit
<b>J.9</b>	SBE Subcontracting Plan (if required by law)
<b>J.10</b>	Bidder/Offeror Certification
<b>J.11</b>	Lobbyist
<b>J.12</b>	DBE Outreach Sample and DBDE Directory

<b>Attachment Number</b>	<b>Document</b>
<b>J.13</b>	Project Sign Sample
<b>J.14</b>	Bid Bond
<b>J.15</b>	Bid Bond Guarantee
<b>J.16</b>	DOEE Stormwater Management, and Soil Erosion and Sediment Control Regulations

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

Bidder/Offeror Certification Form (**Attachment J.10**)

## **SECTION L**

### **INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

#### **L.1 METHOD OF CONTRACT AWARD**

**L.1.1** This procurement is being conducted in accordance with the provisions of [D.C. Official Code §2-354.01a](#) of the District's Procurement Practices Reform Act, as amended, and §4720 of the Department's Procurement Regulations (27 DCMR, Chapter 47). The Department reserves the right to accept/reject any/all bids resulting from this solicitation. The CO may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

**L.1.2** The District intends to make award resulting from this solicitation to the responsive and responsible bidder who has the lowest bid.

#### **L.2 BID SUBMISSION DATE AND TIME**

Bids must be submitted no later than at **2:00pm January 16, 2019**.

#### **L.3 WITHDRAWAL OR MODIFICATION OF BIDS**

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

#### **L.4 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

**L.4.1** Bids, modifications to bids, or requests for withdrawals that are received at the location designated in the solicitation after the time and date specified above, are "late" and shall be considered only if they are received before the award is made and any of the following circumstances apply:

- a. The bid or modification was sent by registered or certified mail no later than five (5) calendar days before the date specified for receipt of bids;
- b. It was sent by mail and the contracting officer determines that the late receipt was due solely to mishandling by the District after receipt at the location specified in the IFB; or
- c. It was sent electronically by the bidder prior to the time and date specified and there is objective evidence in electronic form confirming that the bid was received prior to the bid receipt time and date specified.

#### **L.4.2 Postmarks**

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian

Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

#### **L.4.3 Late Submissions**

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

#### **L.4.4 Late Modifications**

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

#### **L.4.5 Late Bids**

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

### **L.5 BID IDENTIFICATION AND DELIVERY**

Bids shall be proffered with a one (1) original, one (1) hard copy and one (1) electronic copy on a flash drive. The Contractor's submission shall be placed in a sealed envelope conspicuously marked:

**“SOLICITATION NUMBER: DCAM-19-CS-IFB-0025  
Fort Totten Transfer Station Replacement of Tipping Floor  
and Renovation of Administrative Offices”**

**Bids must be delivered or mailed to:**

George G. Lewis  
Associate Director/Chief Contracting Officer  
2000 14<sup>th</sup> Street, NW 8<sup>th</sup> Floor  
Washington, DC 20009

### **L.6 ERRORS IN BIDS**

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



## **L.7 RESTRICTION ON DISCLOSURE AND USE OF DATA**

- L.7.1** Bidders who include in their bid 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 bid 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 bidder 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.7.2** 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 Bid."**

## **L.8 QUESTIONS ABOUT THE SOLICITATION**

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contact. The prospective bidder shall submit questions no later than **November 20, 2018** to James H. Marshall at [james.marshall@dc.gov](mailto:james.marshall@dc.gov). The District will not consider any questions received after TBD. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

## **L.9 BID PROTESTS**

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 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 prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids

following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4<sup>th</sup> Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

#### **L.10 ACKNOWLEDGMENT OF AMENDMENTS**

The bidder 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.14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

#### **L.11 SIGNING OF BIDS**

**L.11.1** The Bidder shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the CO.

**L.11.2** All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation.

#### **L.12 FAMILIARIZATION WITH CONDITIONS**

Bidders 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. Bidders 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.13 UNNECESSARILY ELABORATE BIDS**

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 bidder's lack of cost consciousness. Elaborate artwork, expensive

paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

#### **L.14 RETENTION OF SUBMISSIONS**

All submissions will be retained by the Department and therefore will not be returned to the Bidders. With the exception of proprietary financial information, the submissions will become the property of the Department, and the Department has the right to distribute or use such information as it determines.

#### **L.15 NO COMPENSATION FOR PREPARATION OF BIDS**

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any bids submitted in response to this IFB, or prepared in connection therewith, including, but without limitation, any bids, statements, reports, data, information, materials or other documents or items.

#### **L.16 ELECTRONIC COPY OF BIDS FOR FREEDOM OF INFORMATION ACT REQUESTS**

In addition to other bid submission requirements, the bidder must submit an electronic copy of its bid, 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 bids following award of the contract, subject to applicable FOIA exemption under §2-534(a)(1).

#### **L.17 LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

**L.17.1** Name, address, telephone number and federal tax identification number of bidder;

**L.17.2** A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.17.3** If the bidder 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 PRE-BID CONFERENCE**

A Pre-Bid Conference will be held at **11:00AM November 16, 2018** at the Fort Totten Transfer Station, 4900 John McCormack Drive NE, Washington, DC 20011.

### **L.18.1 Site Visit**

Site Visits will be held on Friday November 30, 2018 and December 1, 2018. In order to ensure the continued operations of the transfer station and the safety of the potential bidders, citizens and District staff the site visits will be conducted at the following times/shifts:

Friday, November 30, 2018

Shift No.	Time
1	10:00 – 10:45
2	11:00 – 11:45
3	12:00 – 12:45

Saturday, December 1, 2018

Shift No.	Time
4	10:00 – 10:45
5	11:00 – 11:45

Each shift can accommodate 12 potential bidders. Potential Bidders must register in advance to attend. To register, please send email to [james.marshall@dc.gov](mailto:james.marshall@dc.gov) with Fort Totten Transfer Station Site Visit in the Subject line and requested shift number. Shifts will be filled on a first come first serve basis. If the potential bidder's requested shift number is not available, the potential bidder will be registered for the next available shift. Confirmations will be sent.

## **L.19 BID OPENING**

A public bid opening will be held **January 16, 2019 at 2:30PM** at Department of Public Works, 2000 14<sup>th</sup> Street NW, 6<sup>th</sup> Floor Conference Room, Washington DC 20001.

## **L.20 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 to the CO. **Each certificate of insurance must identify the contract or solicitation number.**

## **L.21 GENERAL STANDARDS OF RESPONSIBILITY**

**L.21.1** To be determined responsible, a prospective contractor must demonstrate that it:

- a. Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- b. Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
- c. Has a satisfactory performance record;
- d. Has a satisfactory record of integrity and business ethics;
- e. Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- f. Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, , D.C. Official Code § 2-219.01 *et seq.*, as amended;
- g. Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- h. Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- i. Has not exhibited a pattern of overcharging the District;
- j. Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- k. Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

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

**L.21.3 Special Standards of Responsibility** (See Section C.10)

## **L.22 INSTRUCTIONS TO BIDDERS**

The Bidder shall complete and include the following with their Bid:

- a. The IFB pages 1 – 64 in its entirety
- b. Signed page 1
- c. Acknowledgement of Amendments (page 1 Section 13)
- d. EEO Policy Statement (**Attachment J.5**);
- e. Department of Employment Services Employment Agreement and Employment Plan (**Attachment J.6**)
- f. Tax Affidavit - Each Contractor shall submit a tax affidavit provided as **Attachment J.8**. In order to be eligible for this procurement, Contractors must be in full compliance with their tax obligations to the District of Columbia government;
- g. SBE Subcontracting Plan (**Attachment J.9**)
- h. Bidder/Offeror Certification Form (**Attachment J.10**);
- i. Lobbyist Form (**Attachment J.11**)
- j. The Bidder must submit documentation that it has performed outreach to Disadvantaged Business Enterprises (DBEs) for subcontracting hiring process that occur in preparation for the application and during the Work. Documentation of DBE outreach efforts can consist of a phone log, emails, and/or internet postings, sent to certified DBEs, along with an explanation of the responses from the DBE contractors. (**Attachment J.12**)
- k. Bid Bond (**Attachment J.14**) or Bid Guarantee **Attachment J.15**)
- l. Response to Special Standards of Responsibility (C.10)

## **SECTION M EVALUATION FACTORS**

**M.1.** The contract will be awarded to one responsive and responsible Bidder with the total lowest firm-fixed price and fixed unit prices for repairs for the Project.

### **M.2 Preferences for Certified Business Enterprises**

Under the provisions of the “[Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005](#)”, [as amended](#), D.C. Official Code § 2-218.01 *et seq.*, (the “Act”), the District shall apply preferences in evaluating bids from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

#### **M.2.1. Application of Preferences**

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

- M.2.1.1** A small business enterprise certified by the DSLBD will receive a three percent (3%) reduction in the bid price.
- M.2.1.2** A resident-owned business certified by DSLBD will receive a five percent (5%) reduction in the bid price.
- M.2.1.3** A longtime resident business certified by DSLBD will receive a ten percent (10%) reduction in the bid price.
- M.2.1.4** A local business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.2.1.5** A local business enterprise with its principal offices located in an enterprise zone certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.2.1.6** A disadvantaged business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.2.1.7** A veteran-owned business certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.2.1.8** A local manufacturing business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.

#### **M.2.2 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled is [under the Act is](#) twelve percent (12%) [for bids submitted in response to this IFB](#). There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

### **M.1.3 Preferences for Certified Joint Ventures**

A joint venture certified by DSLBD for this solicitation will receive preferences as a prime contractor as determined by DSLBD.

### **M.1.4 Verification of Bidder's Certification as a Certified Business Enterprise**

**M.1.4.1** Any bidder seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.

**M.1.4.2** Any bidder seeking 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 850N  
Washington DC 20001

**M.1.4.3** All bidders are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.