

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES**



**D.C. DEPARTMENT OF GENERAL SERVICES**

**REQUEST FOR PROPOSALS**

**DESIGN-BUILD SERVICES  
MACFARLAND MIDDLE SCHOOL**

**October 21, 2016**

**Proposal Due Date:** November 14, 2016 by 2:00 PM

**Preproposal Conference:** October 26, 2016 at 11:00 AM

*to be held at:*

**Department of General Services  
1250 U Street NW, 4th Floor  
Washington, DC 20009**

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**Solicitation Number:** DCAM-17-CS-0005

## Executive Summary

The Department of General Services (“Department” or “DGS”) is issuing this Request for Proposals (“RFP”) to engage a design-builder to renovate MacFarland Middle School (“MacFarland”) located at 4400 Iowa Avenue, N.W., Washington, D.C. 20011. MacFarland is not currently utilized as a middle school. Instead, the facility has served and continues to serve as a swing site to house other school populations as their facilities undergo renovation. The District of Columbia Public Schools (“DCPS”) plans to re-open MacFarland as a new middle school in Ward 4 in August 2018 for the 2018/2019 school year.

MacFarland opened in 1923. It is built of red brick and limestone in the Colonial Revival/Neo-Classical style similar to other schools built during this time. Additions to the original building were constructed in 1925, 1927, and 1932, and in total, the building consists of approximately 110,000 square feet. As can be seen from the aerial image below, MacFarland is part of a large 36 acre public complex in the lower part of Ward 4 that includes DCPS public schools, public charter schools, the Petworth Neighborhood Library and the Upshur Recreation Center, which includes an outdoor pool, baseball field and other park and recreation amenities. Although not designated as historic, the building is eligible for listing on the national register of historic places.



MacFarland was closed as a middle school in 2013 due to under-enrollment, and its student population was absorbed by surrounding education campuses (kindergarten through 8<sup>th</sup> grade facilities). Following its closing as a middle school, MacFarland, which abuts Roosevelt Senior High School (“Roosevelt”), has served for the last 3 academic years as swing space for the Roosevelt Senior High School population while Roosevelt underwent modernization. Prior to serving as the swing space for Roosevelt, during the summer of 2013, the Department undertook certain limited improvements to MacFarland. Copies of the drawings prepared for this work are attached hereto as **Attachment A**. The new Roosevelt re-opened in August 2016, and MacFarland now houses the Marie Reed Elementary School (kindergarten through grade 5) as well as for 6<sup>th</sup> grade students that will ultimately become a part of the new MacFarland Middle School during the 2016/2017 school year. In general, the Marie Reed Elementary School (“Marie Reed”) population will utilize the yellow spaces shown in the image below (the “Main Building”) while the 6<sup>th</sup> grade students will utilize the blue area (the “MacFarland Swing Area”). Drawings of the summer 2016 work are attached hereto as **Attachment B**.



Ultimately, it is DCPS’ goal to reopen MacFarland as a neighborhood middle school to serve a student population of 590 and have approximately 95,500 square feet of space. It is anticipated that a small expansion of the existing footprint may be required in order to accommodate a gymnasium. Educational Specifications for MacFarland Middle School are included as **Attachment C** (the “Educational Specifications”). In addition to renovation of the existing structure, outdoor improvements are also anticipated. Exterior play area(s) and learning space(s) are contemplated, and approximately 60 to 65 parking spaces will be required on the site.

The renovation shall be designed in such a way so as to meet the Department’s programmatic requirements as set forth in the Educational Specifications; the Department’s Project Budget as set forth in **Section A.1** below (*i.e.* designed to budget); to allow for Substantial Completion of



the work related to the Main Building to be achieved no later than July 20, 2018 and Substantial Completion of the work related to the MacFarland Swing Area and all other exterior work to be achieved no later than August 11, 2018 in order to open for the 2018/2019 academic year. In addition, the renovation shall be designed so as to meet, at a minimum, LEED for Schools – Gold certification under the most current version of LEED rating system, and must meet the requirements of the recently adopted International Green Construction Code and the stormwater management regulations adopted by the Department of Energy & Environment in 2013, which amended Title 21, Chapter 5 of the District of Columbia Municipal Regulations. It should be noted that certain stormwater management features, including permeable pavers in the parking area, were recently installed on the site.

Through this solicitation, the Department is seeking proposals from design-build teams to develop a design for the renovation through a collaborative design process with the Department and DCPS; to engage in extensive preconstruction efforts to ensure that the design is developed in a manner consistent with the Department’s goals for the renovation; to solicit competitive trade bids for the construction work and to develop an acceptable guaranteed maximum price and corresponding scope and schedule for the work; and to implement the requisite construction and other work necessary to achieve Substantial Completion of the work related to the Main Building no later than July 20, 2018 and Substantial Completion of the work related to the MacFarland Swing Area and all other exterior work no later than August 11, 2018 (the “Project”).

## **A.1 Project Budget**

The Department’s budget for this Project is approximately \$52 million (the “Project Budget”). The Project Budget is intended to cover all costs other than the Excluded Costs defined in Section C.6 of this RFP. For the avoidance of doubt, the Project Budget includes the Design-Builder’s fees and general conditions as well as the costs of design services.

## **A.2 Project Schedule**

The Main Building needs to be completed and available for occupation by DCPS no later than July 20, 2018 and the MacFarland Swing Area must be completed and available for occupation by DCPS no later than August 11, 2018. The Department contemplates that construction will begin in mid-August of 2017, when the building is vacated by the Marie Reed school population that will move back in to the renovated Marie Reed facility. It should be noted, however, that the current 6<sup>th</sup> grade MacFarland students as well as next year’s rising 6<sup>th</sup> grade class will remain in MacFarland Swing Area (shown on page 3 of this RFP) during the 2017/2018 school year.

It is envisioned that the MacFarland Swing Area will be modernized during the summer of 2018. Accordingly, the work must be phased in such a way as to ensure that (i) the MacFarland Swing Area remains operational throughout the school year 2017/2018 school year; and (ii) the work in the Main Building is performed in such a way as to have no significant impact on the educational environment. It should be noted that the existing building has a single elevator which is not located in MacFarland Swing Area; its location is shown on **Attachment D**. In general, the Department envisions the following:

	2016			2017												2018											
Activity	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S			
Notice of Award																											
Concept Design Phase																											
Schematic Design Phase																											
Design Development Phase																											
Trade Bidding																											
GMP Formation/Negotiation																											
Early Release Work																											
Construction																											
Turn Over																											
Close-Out																											

Further, the Department has established the following preliminary milestone dates for the Project. While the Department is amenable to shifting the interim design milestones dates, the Department requires that the design development documents, which will serve as the basis for the Design-Builder's GMP, be completed no later than early August 2017. Any shift in the interim design milestones dates must be approved by DGS and must provide for the durations for DCPS and DGS design reviews reflected in the milestone schedule below.

#	Milestone	Duration in Weeks	Milestone Date
1	Issue DB Solicitation		October 21, 2016
2	DB Bids Due	3.5	November 14, 2016
3	Notice of Award	6	December 20, 2016
4	Notice to Proceed	2	January 3, 2017
5	<b>Concept Design Phase</b>	6	February 14, 2017
6	DCPS Program Confirmation/Design Review	3	March 7, 2017
7	Final concept design submission	3	March 28, 2017
8	Present Concept Design to community/SIT/ANC	0	March 28, 2017
9	Submit Concept to CFA		April 1, 2017
10	<b>Schematic Design Submission</b>	6	May 9, 2017
11	DCPS Program Confirmation/Design Review	2	May 23, 2017
12	Builder's initial budget estimate (concurrent with Program Confirmation)	2	May 23, 2017
13	CFA Approval of Concept		late May 2017
14	Scope Reconciliation (if necessary)	2	June 6, 2017
15	Execute Definitized Contract with Target GMP & send to Council for Approval	3	June 27, 2017
16	Council Approval of Target GMP	2	July 7, 2017
17	<b>Design Development Submission</b>	8	August 1, 2017
18	DCPS Design Review	2	August 15, 2017
19	Limited NTP with Construction Activities & Mobilization	1	August 22, 2017
20	Trade Bidding (partially concurrent with Design Review)	4	August 29, 2017
21	GMP Negotiations & Execution of GMP Amendment	3	September 19, 2017
22	Submit for Final CFA Approval		September 1, 2017
23	Construction Documents	8	October 10, 2017
24	<b>Substantial Completion</b>	6186	July 20, 2018

### **A.3 Fee & General Conditions Bid**

This is a fee and general conditions type bid. Offerors are **not** required to submit trade costs or a proposed GMP with their proposals. Those costs will be developed later in the project in accordance with the procedures set forth in **Section B** of this RFP, and the resulting contract will be a cost plus award fee type contract as outlined in **Section A.5** of this RFP. Offerors are advised, however, that adjustments will only be made to the fee and general conditions bid should the overall Project size increase by more than 10% above that described in this RFP or if the Department elects to delay or extend the Project schedule beyond that described herein for reasons other than delay caused by the Design-Builder, and in such an instance, only in accordance with the terms of the resulting contract, the form of which is set forth as **Attachment O**.

Offerors are to quote the cost elements outlined below. Each Offeror will be required to complete and submit with their proposal a copy of the pricing sheet set forth as **Attachment E**. The pricing sheet shall be submitted as part of Volume 2 (i.e. the price proposal) as more fully described in **Section F** of this RFP.

#### **A.3.1 Design-Build Fee**

Offerors must quote a Design-Build Fee. The Design-Build Fee should include the Offeror's overhead and profit as well as the costs associated with the preconstruction efforts, outlined in **Section B** below, in furtherance of the Project. A portion of the Design-Build Fee bid by the Offeror will be allocated to the Preconstruction Phase as outlined in **Section A.5.1** below, and further, a portion of the Design-Build Fee will be "at risk" and shall be available to be earned by the Design-Builder based on its performance relative to the metrics established in **Section A.5.1.2** below.

#### **A.3.2 Design Fee**

Offerors must quote a Design Fee. The Design Fee should cover all costs associated with design services in furtherance of the Project, including, but not limited to, all architectural and engineering services, specialty design subconsultants, surveyors and industrial hygienists. The cost of design services shall be reimbursable as outlined in **Section A.5.2.2** of the RFP, however, the Design Fee shall serve as a line item guarantee for the cost of design services. The Design Fee should include all design costs through project close-out (i.e. design services during the design phase as well as the construction phase of the Project).

#### **A.3.3 General Conditions Budget**

Offerors must quote a General Conditions Budget. Like the Design Fee, the General Conditions Budget bid by the selected Offeror shall serve as a line item guaranteed for the Cost of General Conditions as such term is defined in **Section A.5.3** of this RFP.

## **A.4 Reserved**

## **A.5 Compensation**

The contract resulting from this RFP will be a cost plus an award fee type of contract with a guaranteed maximum price.

### **A.5.1 Design-Build Fee**

The Design-Builder's compensation shall consist of the Design-Build Fee bid by selected Offeror. In addition, the Design-Builder shall be entitled to recover at cost and without mark-up its Costs of General Conditions as that term is defined in **Section A.5.3** subject, however, to the Maximum Cost of General Conditions, as outlined in **Section A.5.4**. Entitlement to the Design-Build Fee shall be determined as set forth in this Section.

**A.5.1.1 Base Design-Build Fee.** The Design-Build Fee shall be divided into two categories. Sixty percent (60%) of the Design-Build Fee shall be referred to as the Base Design-Build Fee and the remaining forty percent (40%) shall be used to fund the Award Fee Pool.

Fifteen percent (15%) of the Base Design-Build Fee shall be allocated to the Design & Preconstruction phase of the Project, eighty five percent (85%) of the Base Design-Build Fee being allocated to the Construction Phase.

The portion of the Base Design-Build Fee allocated to the Design and Preconstruction Phase shall be paid in equal monthly installments over the anticipated duration of the Design and Preconstruction Phase. The portion of the Base Design-Build Fee allocated to the Construction Phase shall be paid in equal monthly installments over the anticipated duration of the Preconstruction Phase. To the extent that the contract duration is extended, the then remaining amounts of the Base Design-Build Fee will be re-allocated such that the then existing portion of the Base Design-Build Fee allocated to each phase shall be evenly spread over the then remaining duration of the phase.

**A.5.1.2 Award Fee Pool.** Forty percent of the Design-Build Fee shall be used to fund the Award Fee Pool. Within sixty (60) days after award, the selected Offeror and the Department shall appoint a committee that will determine entitlement to those portions of the Award Fee Pool so designated below (such committee, the "Award Fee Evaluation Committee"). The Award Fee Evaluation Committee will consist of: (i) the Department's Deputy Director for Capital Construction; (ii) a senior representative from DCPS; and (iii) a senior member of the Program Management team that is not involved in the day-to-day management of this Project that is acceptable to both Parties. The Design-Builder shall be entitled to amounts within the Award Fee Pool as follows:

**A.5.1.2.1** If a GMP that is consistent with the Approved Concept Design Estimate is agreed upon by the Design-Builder and the Department no later than August 31, 2017, the Design-Builder shall earn twenty five percent (25%) of the Award Fee Pool. In the event this metric is achieved, then this portion of the Award Fee Pool shall

be paid on a monthly basis in equal month installments over the then-remaining life of the Project through Substantial Completion.

**A.5.1.2.2** The Design-Builder shall be eligible to earn up to twenty five percent (25%) of the Award Fee Pool based on the level of design quality and how similar the design intent reflected in the GMP Basis Documents are to the design intent contemplated in the approved concept design on the overall level of quality of the Project as delivered (such amount, the “Design Quality Incentive Amount”). Entitlement to this portion of the Award Fee Pool shall be determined by the Award Fee Evaluation Committee. Upon Substantial Completion, the Award Fee Evaluation Committee shall inspect the Project and assess the overall appearance, functionality and level of quality found in the design. In making this determination, the Award Fee Evaluation Committee shall endeavor to reach a consensus among its members and ascribe one of the following four words to the overall success of the design intent: poor, fair, good or excellent.

If the panel determines that the overall level of success was poor, then the panel shall award Zero Dollars (\$0); if the panel determines that the overall level of success was fair, then the panel shall award one third (1/3) of the Design Quality Incentive Amount; if the panel determines that the overall level of success was good, then the panel shall two thirds (2/3) of the Design Quality Incentive Amount; and if the panel determines that the overall level of success was excellent, then the panel shall award all of the Design Quality Incentive Amount. In the event the panel cannot reach consensus, then each member of the panel shall make a determination and the three such determinations shall be averaged with poor equating to 0% of the Design Quality Incentive Amount, fair equating to 33% of the Design Quality Incentive Amount, good equating to 67% of the Design Quality Incentive Amount, and excellent equating to 100% of the Design Quality Incentive Amount.

Any portion of the Design Quality Incentive Amount to which it is determined that the Design-Builder is entitled shall be paid in the first progress payment that is due after Substantial Completion of the Project occurs.

**A.5.1.2.3** The Design-Builder shall be eligible to earn up to twenty five percent (25%) of the Award Fee Pool based on the level of construction quality of the Project as delivered (such amount, the “Construction Quality Incentive Amount”). Entitlement to this portion of the Award Fee Pool shall be determined by the Award Fee Evaluation Committee. Upon Substantial Completion, the Award Fee Evaluation Committee shall inspect the Project and assess the level of quality that found in the construction work. In making this determination, the Award Fee Evaluation Committee shall endeavor to reach a consensus among its members and ascribe one of the following four words to the overall success of the design intent: poor, fair, good or excellent.



If the panel determines that the overall level of success was poor, then the panel shall award Zero Dollars (\$0); if the panel determines that the overall level of success was fair, then the panel shall award one third (1/3) of the Construction Quality Incentive Amount; if the panel determines that the overall level of success was good, then the panel shall two thirds (2/3) of the Construction Quality Incentive Amount; and if the panel determines that the overall level of success was excellent, then the panel shall award all of the Construction Quality Incentive Amount. In the event the panel cannot reach consensus, then each member of the panel shall make a determination and the three such determinations shall be averaged with poor equating to 0% of the Construction Quality Incentive Amount, fair equating to 33% of the Construction Quality Incentive Amount, good equating to 67% of the Construction Quality Incentive Amount, and excellent equating to 100% of the Construction Quality Incentive Amount.

Any portion of the Construction Quality Incentive Amount to which it is determined that the Design-Builder is entitled shall be paid in the first progress payment that is due after Final Completion of the Project occurs.

- A.5.1.2.4** If the Design-Builder achieves Substantial Completion of the work related to the Main Building on or before July 20, 2018 and Substantial Completion of the remainder of the Project on or before August 11, 2018, and the final amount due to the Design-Builder (inclusive of the earned portions of the Award Fee, the Base Design-Build Fee and the Cost of General Conditions) is less than One Hundred Three Percent (103%) or the GMP as originally established, the Design-Builder shall earn twenty five percent (25%) of the Award Fee Pool. Entitlement to this portion of the Award Fee Pool shall be based on the final outcome of the Project. For the avoidance of doubt, the Design-Builder shall not be entitled to earn such portion of the Award Fee Pool even if the failure to deliver on-time or within the 103% cost goal was caused by DCPS, the Department, delays resulting from the permitting or zoning process, or an event of Force Majeure. In the event this metric is achieved, then this portion of the Award Fee Pool shall be paid in the first progress payment that is due after Substantial Completion of the Project occurs.

## **A.5.2 Reimbursable Costs**

The following costs shall be reimbursable at cost and without mark-up:

- A.5.2.1** Payments made by the Design-Builder to subcontractors and suppliers, other than design subconsultants, but only in accordance with the subcontracts and supply agreements;
- A.5.2.2** Payments made by the Design-Builder to its design consultants and subconsultants in accordance with its subcontracts for the Project; provided, however, that the Design-Builder shall not be reimbursed for the costs of design services in excess of the Design Fee;

- A.5.2.3** The Cost of General Conditions (as defined in **Section A.5.3** below), subject however to the Maximum Cost of General Conditions (as defined in **Section A.5.4** below);
- A.5.2.4** All amounts due to the Design-Builder under the terms of the Department's written authorization for the Design-Builder to perform any portion of the Work as Self-Performed Work. If an authorization for the Design-Builder to engage in Self-Performed Work is not on a fixed-price basis, then, as to that Work, the following costs shall be within the Cost of the Work:
- (a) **Labor.** Properly documented wages actually paid to Project foremen, construction workers, and other personnel in the direct employ of the Design-Builder, while engaged in approved Self-Performed Work, together with contributions, assessments, payroll taxes, or fringe benefits required by the laws or applicable collective bargaining agreements.
  - (b) **Incorporated Materials.** The cost, net of trade discounts, of all materials, products, supplies and equipment incorporated into the Self-Performed Work, including, without limitation, costs of transportation and handling.
  - (c) **Unincorporated Materials.** The cost of materials, products, supplies and equipment not actually installed or incorporated into the Self-Performed Work, but required to provide a reasonable allowance for waste or spoilage, subject to the Design-Builder's agreement to turn unused excess materials over to the Department at the completion of the Project or, at the Department's option, to sell the material and pay the proceeds to the Department or give the Department a credit in the amount of the proceeds against the Cost of the Work.
- A.5.2.5** Royalty and license fees paid for use of a design, process or product, if its use is required by this contract or has been approved in advance by the Department;
- A.5.2.6** Fees for obtaining all required approvals or permits associated with the abatement, demolition, utilities abandonment, and utility relocation, as well as all trade permit fees as well as the building permit fee;
- A.5.2.7** All fees and other costs necessarily incurred to carry out testing and inspection required by the contract or applicable laws, or otherwise to maintain proper quality assurance. The costs the Design-Builder incurs to schedule and coordinate any additional testing and inspections the Department may decide to conduct itself shall be reimbursable unless the additional testing establishes that the Work tested was defective or otherwise failed to satisfy contract requirements, in which case the Design-Builder shall pay the costs, without reimbursement;

**A.5.2.8** All bonds to jurisdictional agencies (utilities, storm water management, land disturbance, and grading); and

**A.5.2.9** All performance and payment bonds and general liability insurance. The Department may, in its sole discretion, allow the Design-Builder to recover the costs of subcontractor default insurance at a mutually agreed upon rate in lieu of trade level bonds, provided that such insurance be approved by the Department in advance and after being presented with a cost-benefit analysis of such use.

**A.5.3 Cost of General Conditions.** The Design-Builder's general condition costs (the "Cost of General Conditions") shall be reimbursable at cost and without mark-up. Only the following items, however, are reimbursable as the Cost of General Conditions:

**A.5.3.1** The cost of "construction staff". The term construction staff shall mean the Project Executive, project managers and superintendents assigned to the project, administrative staff assigned on a full-time basis to the Project site and professional staff performing scheduling, cost estimating and accounting services;

**A.5.3.2** Fringe Benefits associated with construction staff;

**A.5.3.3** Payroll taxes and payroll insurance associated with construction staff;

**A.5.3.4** Staff costs associated with obtaining permits and approvals;

**A.5.3.5** Out-of-house consultants;

**A.5.3.6** The field office for the Design-Builder including but not limited to: (i) trailer purchase and/or rent; (ii) field office installation, relocation and removal; (iii) utility connections and charges during the Construction Services Phase; (iv) furniture; (v) office supplies;

**A.5.3.7** Office equipment including but not limited to: (i) computer hardware and software; (ii) fax machines; (iii) copying machines; (iv) telephone installation, system and use charges; (v) job radios;

**A.5.3.8** Local delivery and overnight delivery costs; and

**A.5.3.9** First aid facility.

**A.5.4 Maximum Cost of General Conditions.**

The General Conditions Budget bid by the Offeror shall be established as the Maximum Cost of General Conditions. The Maximum Cost of General Conditions shall be the maximum amount that will be reimbursed by the Department for those costs described in **Section A.5.3**. The Maximum Cost of General Conditions shall not be increased or decreased as a result of Change Orders or Change Directive unless such changes (i) Department elects to delay or extend the

Project schedule beyond Labor Day of 2018 for reasons other than delay caused by the Design-Builder; and (ii) the Design-Builder can demonstrate to the satisfaction of the Department that such additional Cost of General Conditions are necessary and not due to any fault of the Design-Builder, its Subcontractors, materialmen, consultants or anyone making claims thereunder. To the extent the Design-Builder incurs General Conditions Costs in excess of the Maximum Cost of General Conditions, the Design-Builder shall not be entitled to reimbursement for such amounts. In such an event, the Design-Builder shall be required to adequately staff the Project.

#### **A.5.5 Non-Reimbursable Costs.**

The Design-Builder shall not be entitled to reimbursement of any costs other than the Design-Build Fee and those costs identified in **Sections A.5.2 and A.5.3** of this RFP. Any other items or expenses are non-reimbursable and the Design-Builder shall look to its fee to cover any additional cost items. The following costs shall not be reimbursable:

- A.5.5.1** Any personnel or labor costs other than those provided for in **Section A.5.2.4(a)** or **Section A.5.2.3** of this RFP.
- A.5.5.2** Fees for any permits or licenses the Design-Builder requires to conduct its general business operations.
- A.5.5.3** Capital expenses and interest on capital employed for the Work.
- A.5.5.4** The cost of home or regional offices, it being understood that compensation for such costs is included in the Design-Build Fee.
- A.5.5.5** Sales or use taxes, unless the Design-Builder establishes that applicable law required payment of such taxes.
- A.5.5.6** Costs due to the errors or omissions of the Design-Builder or its subcontractors or suppliers at all tiers, negligent or otherwise.
- A.5.5.7** Costs due to breach of Contract by the Design-Builder or its subcontractors or material suppliers at all tiers, including, without limitation, costs arising from defective or damaged Work or its correction, disposal of materials or equipment erroneously supplied, and repairs to property damaged by the Design-Builder or its subcontractors or material suppliers at all tiers.
- A.5.5.8** Any costs incurred in performing work of any kind before Notice to Proceed, unless specifically authorized by the Department in advance and in writing.
- A.5.5.9** Direct or indirect costs of any kind, except those expressly included in **Sections A.5.2 and A.5.3**.

### **A.5.6 Excluded Cost Elements**

It is the Department's intent that the Design-Builder provide a turn-key solution for the implementation of the Project, and the budget set forth in **Section A.1** has been developed based on such framework. The Design-Builder shall advance the Project in a manner consistent with the Project Budget and the understanding that only the following cost elements are excluded from the budget set forth in **Section A.1** of the RFP:

- A.5.6.1**        3<sup>rd</sup> Party Material Testing
- A.5.6.2**        Commissioning
- A.5.6.3**        3rd Party Inspections
- A.5.6.4**        Costs of active OCTO equipment
- A.5.6.5**        Loose Furnishings
- A.5.6.6**        3<sup>rd</sup> Party Plan Review
- A.5.6.7**        Public Art

### **A.6 Contract Documents**

The Standard Contract Provisions (Construction Contract) are attached hereto as **Attachment J**. The Agreement for Design-Build Services shall be provided by amendment to this RFP, as **Attachment O**. In addition, the Department shall issue a notice to proceed upon award for design and preconstruction services (the “**Preconstruction NTP**” or “**Letter Contract**”), shall be provided by amendment to this RFP, as **Attachment P**. Offerors should carefully review the Letter Contract, Agreement for Design-Build Services and Standard Contract Provisions when submitting their proposal. To the extent there are any ambiguities or inconsistencies between this RFP, the Standard Contract Provisions the Agreement for Design-Build Services or the Letter Contract, the Standard Contract Provisions and Agreement for Design-Build Services shall have precedence. Offerors are advised that they are required to submit their proposal premised upon agreeing to the terms of the Standard Contract Provisions and entering into the Agreement for Design-Build Services. **A proposal that identifies or describes changes or exceptions to the Standard Contract Provisions, the Agreement for Design-Build Services, or the Design & Preconstruction NTP of this RFP, may be deemed non-responsive.**



## **A.7 Selection Criteria**

Proposals will be evaluated in accordance with **Section D** of this RFP. The following evaluation criteria will be used:

- Past Performance:
  - Relevant Experience & Capabilities of the Builder (10 points)
  - Relevant Experience & Capabilities of the Architect (10 points)
- Key Personnel:
  - Key Personnel of the Builder (10 points)
  - Key Personnel of the Architect (10 points)
- Project Management Plan & Schedule (40 points)
- Price (20 points)
- CBE Preference (12) Points

## **A.8 Procurement Schedule**

The schedule for this procurement is as follows:

- |   |                                  |
|---|----------------------------------|
| • Issue RFP                             | - October 21, 2016               |
| • Pre-proposal Conference               | - October 26, 2016 at 11:00 am   |
| • Last Day for Questions/Clarifications | - November 2, 2016               |
| • Proposals Due                         | - November 14, 2016 at 2:00 p.m. |
| • Notice of Award                       | - on or about December 20, 2016  |

## **A.9 Attachments**

- |                     |                                       |
|---------------------|---------------------------------------|
| <b>Attachment A</b> | - Roosevelt Swing Space Drawings      |
| <b>Attachment B</b> | - Marie Reed Swing Space Drawings     |
| <b>Attachment C</b> | - Educational Specifications          |
| <b>Attachment D</b> | - MacFarland Elevator Location        |
| <b>Attachment E</b> | - Form of Offer Letter                |
| <b>Attachment F</b> | - Bidder/Offeror's Certification Form |
| <b>Attachment G</b> | - Tax Affidavit                       |
| <b>Attachment H</b> | - Davis Bacon Wage Rates              |
| <b>Attachment I</b> | - Bid Bond Form                       |
| <b>Attachment J</b> | - Standard Contract Provisions        |
| <b>Attachment K</b> | - SBE Subcontracting Form             |
| <b>Attachment L</b> | - First Source Agreement              |
| <b>Attachment M</b> | - 2016 Living Wage Rate               |
| <b>Attachment N</b> | - Past Performance Evaluation Form    |
| <b>Attachment O</b> | - Bid Guarantee Certification         |

## **SECTION B SCOPE OF WORK**

### **B.1 Design-Builder's Duties; General Intent.**

The Design-Builder will be required to develop a design for the renovation of MacFarland through a collaborative design process with the Department and DCPS; to engage in extensive preconstruction efforts to ensure that the design is developed in a manner consistent with the Department's goals for the Project (e.g., programmatic, budgetary, schedule and quality); to solicit competitive trade bids for the construction work and to develop an acceptable guaranteed maximum price and corresponding scope and schedule for the work; and to implement the requisite construction and other work necessary to achieve Substantial Completion of the Main Building no later than July 20, 2018 and to achieve Substantial Completion of all other aspects of the Project no later than August 11, 2018. Except for providing certain electronic equipment, the Design-Builder will be required to provide a "turn-key" building ready for occupancy by DCPS and shall be responsible for all items of cost except for those items set forth in **Section A.5.6** of this RFP. Without limiting the generality of the foregoing, the Design-Builder shall be required to provide all of the management, personnel, hazardous material abatement, supervision, labor, materials and other services necessary to complete the Project.

### **B.2 Design & Preconstruction Phase**

During the Design & Preconstruction Phase, the Design-Builder shall develop a design for the Project. The Department's objective is to develop a design for the Project that meets the programmatic needs outlined in the Educational Specifications, that is consistent with the Project Budget (i.e., designed to budget), and that can be constructed by the Substantial Completion Date (collectively, the "Design Objectives"). The Design-Builder shall ensure that the design is developed in a manner consistent with the Design Objectives while also creating a sense of place and community.

During the course of the Design & Preconstruction Phase, the Design-Builder shall meet regularly with the Department and DCPS in order obtain input on all aspects of the design. The Department shall make interim submissions of the design, as outlined below, in order for DCPS and the Department to review. Such interim submissions shall also serve as the basis for periodic cost estimates and opportunities to review the design for constructability and schedule implications. In addition, the Design-Builder shall provide value engineering ideas as well as the other services detailed below.

#### **B.2.1 Baseline Schedule.**

Within fourteen (14) days after the Design & Preconstruction NTP is issued, the Design-Builder shall prepare and submit a baseline schedule for the Project (the "Baseline Schedule"). The Baseline Schedule shall be subject to review and approval by the Department and the Design-Builder shall incorporate such adjustments to the Baseline Schedule as may be reasonably requested by the Department.

**B.2.1.1** The Baseline Schedule shall be prepared in a CPM method and be developed in a sufficient level of detail so as to permit the affected parties (i.e. the Department, the Design-Builder, and the Design-Builder's design subconsultants) to properly plan the Project, and shall show: (i) key design milestones and bid packages; (ii) release dates for long lead items; (iii) release dates for key subcontractors; and (iv) substantial and final completion dates. The Baseline Schedule shall include the durations for DGS and DCPS reviews of the interim design submissions as reflected in the milestone schedule set forth in **Section A.2**.

**B.2.1.2** The preliminary schedule must also be submitted in Primavera 6 native format and shall be updated by the Design-Builder, at a minimum, on a bi-weekly basis.

### **B.2.1 Concept Design**

The Design-Builder shall prepare concept designs for the Project. It is expected that multiple concept design options will be explored and developed during the concept design phase.

**B.2.1.1 Services.** In developing concept designs for the Project, the Design-Builder shall complete the following tasks:

- a. Conduct meetings with the Chancellor's Office and DGS representatives to confirm instructional program and verify facility requirements on a space-by-space basis.
- b. Conduct life safety/building code analysis to verify compliance of design with most current version of the international building code in effect at the time the NTP is issued.
- c. Conduct LEED Workshops with design team and DGS representatives to identify sustainable design strategies to be included in the design. It is understood that a minimum of LEED for Schools-Gold certification is expected.
- d. Participate in Value Engineering workshops with the Chancellor's Office, DCPS and DGS representatives.
- e. Prepare and submit EISF.
- f. Perform a Phase 1 Archeological Survey.
- g. Request and receive hydrant flow test.
- h. Perform alternative mechanical systems evaluation and recommend selection.
- i. Confer with audio-visual and acoustic consultants to establish design requirements for the Project.
- j. Confer with the Department's IT representatives/consultants to verify technological requirements for the Project.

**B.2.1.2 Concept Design Submission.** The Design-Builder shall prepare the concept design submission for review, comment and approval by DCPS and the Department. Such concept design submission shall include the elements and information listed below.

- .1 Architectural Concept Development (multiple options)**
  - i. Development of final master site plan for multiple options
  - ii. Building plan including building rise plans

- iii. Preliminary cost estimate
  - iv. Project schedule
- .2 Report on Phase 1 Archeological Survey
- .3 Updated property survey, including notations of utilities and all other easements
- .4 Traffic and parking survey and zoning analysis
- .5 Geotechnical Survey
- .6 Education specifications survey update
- .7 Flow Test Results
- .8 Record of Accepted LEED Strategies
- .9 Record of Accepted Value Engineering Strategies
- .10 EISF Submission
- .11 Summary of Required Agency Review, Timetables, including but not limited to: Office of Planning (“OP”), Commission of Fine Arts (“CFA”)

**B.2.1.3 Review and Revisions to Concept Design Submission.** The Design-Builder shall submit the concept design submission to DGS for review and comment by DCPS and DGS. Following review of the concept design submission by DCPS and the Department, the Design-Builder shall make revisions to the concept design submission as necessary to incorporate comments, feedback and other direction provided by DCPS and the Department. The Design-Builder’s pricing shall assume that such revisions will be required, and such revisions shall not entitle the Design-Builder to additional compensation.

**B.2.1.4 Concept Design Budget Estimate.** While the concept design submission is under review by DCPS and the Department, the Design-Builder shall prepare a detailed cost estimate of the preliminary concept design. With regard to building systems (i.e. roofs, doors, HVAC, security, IT, etc.), the cost estimate shall be prepared on a “system” basis that identifies the key building systems or functions and allocates an estimated cost for each such system. The Design-Build Fee, the cost of general conditions, and contingencies shall be broken out in separate line items. The primary purpose of such cost estimate is to aid the Department and DCPS in understanding the costs associated with key elements of the Project so as to better prioritize and manage the use of the funding allocated to this Project. The cost estimate shall be submitted within two (2) weeks of the submission of the initial concept design submission. The cost estimate shall be updated to reflect any changes resulting from DGS’ and DCPS’ review of the initial concept design and incorporated into the approved concept design (such estimate, the “Approved Concept Design Estimate”).

**B.2.1.5 Constructability/Sole Source/Long-Lead Time Memorandum.** Concurrently with the Approved Concept Design Estimate, the Design-Builder shall also prepare and submit a memorandum that identifies key construction concerns related to the Project. Such memorandum shall: (i) assess the constructability issues related to the Project, including site logistics; (ii) identify any items where the design is predicated on a single manufacturer and, if so, identify at least two (2) comparable products; and (iii) identify any long-lead delivery items that could adversely affect the schedule contemplated in this RFP. To the extent any such long-lead items are identified, the memorandum shall make recommendations for addressing such items.

**B.2.1.6 Presentation of Concept Design.** Following DCPS and the Department's approval of the concept design, the Design-Builder (if requested by the Department) shall present the approved concept design to various Project stakeholders.

## **B.2.2 Schematic Design Phase**

Following approval of the concept design, the Design-Builder shall advance the selected concept design option into a schematic design consistent with the Design Objectives. The schematic design shall contain such detail as is typically required for schematic design under AIA Best Practices.

**B.2.2.1 Services.** In general, the Design-Builder shall be required to undertake the following tasks during this phase:

- a. Further develop conceptual plans and incorporate design changes.
- b. Conduct community meetings to solicit input and keep constituents informed.
- c. Prepare necessary presentation materials (renderings and models) to communicate design and obtain approval of design direction.

**B.2.2.2 Schematic Design Submission.** The Design-Builder shall prepare the schematic design submission for review and comment by DCPS and the Department. Such schematic design submission shall include the elements and information listed below.

- a. Digital floor plans and site plan
- b. Preliminary building elevations and sections
- c. Plan-to-Program Comparison
- d. Design Narrative
- e. Updated schedule
- f. Preliminary LEED Scorecard

**B.2.2.3 Schematic Design Budget Estimate.** While the preliminary schematic design submission is under review by DCPS and the Department, the Design-Builder shall update the Approved Concept Design Estimate based on the preliminary schematic design submission (the "Schematic Design Budget Estimate"). The Schematic Design Budget Estimate shall be prepared in a format similar to the Approved Concept Design Estimate and shall show variances from the Approved Concept Design Estimate. The Schematic Design Budget Estimate shall be submitted within two (2) weeks of the submission of the initial schematic design submission and shall be updated to reflect any changes resulting from DGS' and DCPS' review of the initial schematic design and incorporated into the approved schematic design.

**B.2.2.4 Updated Constructability/Sole Source/Long-Lead Time Memorandum.** Concurrently with the Schematic Design Budget Estimate, the Design-Builder shall update the memorandum identifying key construction concerns related to the Project. Such memorandum shall: (i) assess the constructability issues related to the Project, including site logistics; (ii) identify any items where the design is predicated on a single manufacturer and, if so, identify at least two (2) comparable products; and (iii) identify any long-lead delivery items that could



adversely affect the schedule contemplated in this RFP. To the extent any such long-lead items are identified, the memorandum shall make recommendations for addressing such items.

**B.2.2.5 Review and Revisions to Schematic Design Submission.** The Design-Builder shall submit the schematic design submission to DGS for review and comment by DCPS and DGS. Following review of the schematic design submission by DCPS and the Department, the Design-Builder shall make revisions to the schematic design submission as necessary to incorporate comments, feedback and other direction provided by DCPS and the Department. The Design-Builder's pricing shall assume that such revisions will be required, and such revisions shall not entitle the Design-Builder to additional compensation.

**B.2.2.6 Value Engineering Memorandum.** To the extent that the Schematic Design Budget Estimate exceeds the available funding or the Design-Builder believes that there a value engineering ideas that could materially reduce the Project's overall cost without adversely impacting the Project's intended functionality, the Design-Builder shall prepare and submit a memorandum that outlines potential value engineering ideas. Such memorandum shall be submitted to the Department no later than one (1) week after the submission of the Schematic Design Budget Estimate.

The Design-Builder shall meet with the Department and the Architect as necessary to reach agreement on which, if any, of the value engineering options that should be pursued. To the extent the Department directs the Design-Builder to proceed with one or more of the value engineering options, the Design-Builder shall revise its Schematic Design Budget Estimate to reflect the inclusion of such items, and to the extent requested by the Department, the schematic design shall also be revised to reflect such approved value engineering ideas.

**B.2.2.7 Entitlements.** The Design-Builder prepare such materials and make such presentations as are necessary to obtain the required land use and entitlement approvals. Approvals may be required from (i) the Office of Zoning; (ii) the Office of Planning; the (iii) the Commission on Fine Arts; and (iv) the Historic Preservation Review Board. Given the historic nature of the building and the possibility of expansion of the existing footprint, Offeror should assume that the approvals process will require more than staff level approval processes and submissions.

**B.2.2.8 Phasing Plan.** In light of the fact that the MacFarland Swing Area will be occupied during the 2017/2018 school year, the Design-Builder shall develop a plan for the phasing of the construction work and measures to mitigate the impact that the Project will have upon the learning environment (the "Phasing Plan"). At a minimum, the Phasing Plan shall outline (i) the manner in which the work required for the Project will be phased in light of the partially occupied facility with site plans, diagrams and timelines; (ii) the measures that will be put in place to ensure safety (e.g., temporary construction, safety barricades); and (iii) the measures that will be put in place to limit impact to the learning environment (i.e. to limit noise, dust, etc., and working hours related to noisy work). The phasing plan must allow for access to the elevator throughout the Project.

## **B.2.3 Design Development & Early Release Packages**

Following the approval of the schematic design, including any value engineering adjustment to be made thereto in order to ensure that the design is consistent with the Project Budget without compromising the other Design Objectives, the Design-Builder shall progress the schematic design into a set of design development documents. The design development documents shall represent the logical development of the approved schematic design and shall be advanced in a manner consistent with the Department's Design Objectives for the Project.

It is anticipated that such design development documents will serve as the basis of a guaranteed maximum price that the Design-Builder will provide for the Project. As such, the design development documents will require a greater level of detail than is typically required in design development documents, and in particular, the Department will expect a greater level of detail with regard to the MEP systems and finishes. Throughout the design development phase, the Design-Builder and its design subconsultants shall meet with the Department twice a month to discuss the status of the design, key issues, and the level of detail that will be required in the design development documents in order to allow for pricing by trade subcontractors.

The Design-Builder shall undertake the following as the design development documents are being advanced.

- a. Select and draft specifications for materials, systems, and equipment.
- b. Develop detailed and dimensioned plans, wall sections, building section, and schedules.
- c. Complete code compliance analysis and drawing.
- d. Confirm space-by-space equipment layouts with representatives from the Chancellor's Office and DGS.
- f. Coordinate furniture, fixtures, and equipment requirements ("FF&E").
- g. Conduct follow up meetings with review agencies as required.
- h. Present the design to CFA, Office of Planning, and other regulatory agencies as required.
- i. Register the project with USGBC to obtain LEED certification and pay all registration fees.

The Design-Builder shall produce, in addition to the complete design development documents, a fifty percent (50%) design development progress printing which shall serve as the basis of an interim review of the design relative to the Design Objectives (see **Section B.2.3.1** below). In addition, the Design-Builder shall produce CFA submission materials; meetings and presentations to CFA and other regulatory agencies as required. The design development submission shall include an updated LEED scorecard based on the design development documents.

**B.2.3.1 Mid-Point Design Development Review.** When the design development documents are approximately fifty percent (50%) complete, the Design-Builder shall conduct an "over the shoulder" review of such documents with its design subconsultants. Based on the fifty percent (50%) complete design development documents, the Design-Builder shall prepare a memo that identifies any material deviation from the schematic design. If requested by the

Department, the Design-Builder shall also make available a progress print for review by DCPS and the Department.

**B.2.3.2 Review and Revisions to Design Development Documents.** The Design-Builder shall submit the design development documents to DGS for review and comment by DCPS and DGS. Following review of the design development documents by DCPS and the Department, the Design-Builder shall make revisions to the design development documents as necessary to incorporate comments, feedback and other direction provided by DCPS and the Department. The Design-Builder's pricing shall assume that such revisions will be required, and such revisions shall not entitle the Design-Builder to additional compensation.

**B.2.3.3 Early Release Packages.** The Design-Builder shall also produce early release packages for hazardous materials abatement and selective demolition as well as for long lead materials. The Department expects to release funding for hazardous materials abatement and long-lead items once the design development documents have been approved. If the Design-Builder believes an earlier release is required for long-lead materials in order to meet the project schedule, it shall advise the Department and make a recommendation as to the requested release date. Similarly, if the Design-Builder believes that additional work must be released in advance of the establishment of a GMP for the Project, it shall advise the Department and make a recommendation as to the scope of work to be released as well as to the requested release date. For the avoidance of doubt, given that the school will be occupied by the Marie Reed school population until June 16, 2017, the Design-Builder will not be permitted to mobilize and perform work on site before that date. Further, any decision to authorize an early release shall be made by the Department in its sole and absolute discretion.

**B.2.3.4 Permits.** The Design-Builder shall be responsible for preparing and submitting all of the required permit applications that are necessary to complete the Project. The Design-Builder shall develop a list of the required permits and shall track the progress of all such permits through the review process. The Design-Builder shall engage such permit expeditors as the Design-Builder deems necessary or appropriate in light of the project's schedule.

## **B.2.4 GMP Formation**

The Design-Builder shall provide the Department with a guaranteed maximum price (the "GMP") based on the design development documents. The GMP shall be agreed upon in the manner set forth in this **Section B.2.4.**

**B.2.4.1 Develop Bidders List.** Within fifteen (15) days after the completion of the schematic design, the Design-Builder shall submit to the Department for its review and approval a written submission on the proposed subcontractor bidding procedures. These procedures shall include: (i) a list of proposed trade packages; (ii) a list of trade subcontractors that will be invited to bid on each such package; and (iii) a narrative description of the process. At least three (3) potential subcontractors shall be identified for each trade package. A copy of this deliverable shall be provided to both the COTR and the Contracting Officer.

**B.2.4.2 Manage Bidding Process.** The Design-Builder shall manage the trade bidding process in accordance with the approved bidding procedures and shall use commercially reasonable best efforts to obtain at least three (3) qualified and bona fide bids for each trade package in excess of One Hundred Thousand Dollars (\$100,000). The Design-Builder shall carefully document its procedures for making available bid packages to potential bidders, the contents of each bid package, discussions with bidders at any pre-bid meetings, bidders' compliance with bid requirements, all bids received, the Design-Builder's evaluations of all bids, and the basis for the Design-Builder's recommendation as to which bidders should be chosen. The Department shall be afforded access to all such records at all reasonable times so that, among other things, it may independently confirm the Design-Builder's adherence to all Contract requirements including, without limitation, affirmative action requirements and subcontracting requirements.

**B.2.4.3 Prepare Bid Tabs.** The Design-Builder shall provide the Department with an analysis of the bids received as well as a copy of each such bid. To the extent that the Design-Builder's award recommendation is based on scoping adjustments, the Design-Builder shall clearly identify the scoping adjustment and the need for such adjustments. In general, the bid tab shall be presented in tabular format that compares the bids received and any other relevant information (i.e. exclusions, past performance history, etc.).

**B.2.4.4 Submission of GMP Proposal.** Based on the trade bids, the Design-Builder shall submit a GMP Proposal to the Department. The GMP Proposal shall include the following elements:

**B.2.4.4.1** A list of Drawings, Specifications, addenda and General, Supplementary and other Conditions (such documents, the "GMP Basis Documents") on which the Guaranteed Maximum Price is based.

**B.2.4.4.2** A list of Unit Prices and Allowance items as well as a statement of their basis.

**B.2.4.4.3** Assumptions and clarifications made in preparing the GMP, noting in particular any exclusions. The assumptions and clarifications shall take precedence over the drawings and specifications. The Design-Builder shall prepare a separate memorandum that highlights any differences between the then approved drawings and the modifications made in the assumptions and clarifications. Such memorandum shall specifically address any changes in the Project's aesthetics, functionality or performance.

**B.2.4.4.4** The proposed GMP, including a statement of the detailed cost estimate organized by trade categories, allowances, contingency, and other items and the fee that comprise the GMP.

**B.2.4.4.5** An update to the Project's schedule to which the Design-Builder will agree to be bound. This update shall be prepared in the same level of detail and in the same manner as the Baseline Schedule.

**B.2.4.4.6** A CBE Utilization Plan setting forth the names and estimated dollar volume of the work that will be performed by small, local and disadvantaged business enterprises, as certified by the Department of Small and Local Business Development, upon which the GMP is based.

**B.2.4.5 Approval of GMP.** The Department and the Design-Builder shall meet to negotiate over the terms of the GMP Proposal. Unless the Department accepts the GMP Proposal in writing on or before the date specified in the proposal for such acceptance and so notifies the Design-Builder, the GMP Proposal shall not be deemed accepted by the Department. The GMP shall be subject to review and approval by the Council for the District of Columbia and shall not be effective until so approved.

**B.2.5 Liquidated Damages.** The Design-Builder acknowledges that the Department is engaging the Design-Builder to provide an extensive level of preconstruction support services so as to minimize the potential for cost overruns, schedule delays or the need for extensive value engineering/re-design late in the Project and that the reports required under **Section B.2** are key to realizing the value of such services. In the event the Design-Builder fails to deliver any of the reports or key design deliverables required in this Section (and unless such failure is the result of any event of Force Majeure), the Design-Builder shall be subject to liquidated damages in an amount of Five Thousand Dollars (\$5,000) plus Five Hundred Dollars (\$500) per day after receiving written notice from either the COTR or the Contracting Officer of failure to submit such report.

### **B.3 Construction Phase Services.**

#### **B.3.1 Design Completion.**

**B.3.1.1 Mid-Point Construction Document Review.** Based on the approved design development documents and any approved value engineering, the Design-Builder shall cause the Architect to prepare a set of construction documents. It is contemplated that the construction documents will be issued in several different sets (i.e. architectural, electrical, mechanical, structural, etc.). As each such set reaches a point where it is approximately fifty percent (50%) complete, the Design-Builder shall cause the Architect to prepare a progress printing and shall conduct an “over the shoulder” review with the Architect. Representatives from the Department (or its Program Management team) shall be invited to participate in the “over the shoulder” review. Within one (1) week after completing this review, the Design-Builder shall prepare and submit to the Department a memorandum that outlines the results of the “over the shoulder” review. Such memorandum shall identify items of concern to the Design-Builder that represent departures from the approved scope of the design development documents or that could otherwise adversely impact the Project’s budget or schedule. The Design-Builder should also attempt to identify any conflicts or discrepancies with packages being prepared by other disciplines that are likely to have significant cost or schedule impact.

**B.3.1.2 Construction Document Review & Coordination.** The Design-Builder shall complete each of the construction document packages in a manner that addresses the concerns raised by the Design-Builder and the Department during the “over the shoulder” review for such



package. The Design-Builder shall issue one or more set of permit documents to the Department for its review and approval. With regard to each such set, the Design-Builder shall highlight (or bubble) any aspect of the design that represents a material deviation from the approved design development documents and shall address in a narrative format the impact, if any, such departure shall have on the Project's aesthetics, functionality or performance. The Department shall have the right to disapprove the construction documents for any reason. If, however, the Department disapproves a construction document that is a logical extension of the approved design development documents, such disapproval shall be deemed a change event. In the event the Department does not approve a document within fourteen (14) days after issuance, such document shall be deemed approved unless the Department advises that such document is still under review. In the event the Department's review takes longer than fourteen (14) days, such additional review shall be deemed a change event.

**B.3.1.3 Code Review.** The Design-Builder shall submit the permit set of documents to the Department of Consumer and Regulatory Affairs in order to obtain the necessary building permits to construct the Project. The Design-Builder shall monitor the permit process and shall incorporate any changes or adjustments required by the Code Official. The Design-Builder shall also issue any such changes to the Department for its review and approval. In this submittal, the Architect shall highlight (or bubble) any aspect of the design that represents a material deviation from the permit set documents and shall address in a narrative format the impact, if any, such departure shall have on the Project's aesthetics, functionality or performance.

**B.3.1.4 Construction Administration.** Prior to the completion of the design development documents, the Design-Builder and the Architect shall agree upon a plan for how construction administration services will be performed (the "Construction Administration Plan"). The Construction Administration Plan shall specifically address: (i) whether the Architect will be required to assign staff on-site; (ii) turn-around time for submittals; and (iii) such other matters as the Architect and the Design-Builder consider relevant to the orderly administration of the Project. The Design-Builder shall submit to the Department a copy of the Construction Administration Plan and shall cause the Architect to counter-sign (or otherwise evidence its agreement with) such memorandum. Throughout the construction administration phase of the Project, the Design-Builder shall cause the Architect to comply with the Construction Administration Plan and shall assume the risk of the Architect's non-compliance.

**B.3.1.5 Design Changes.** If it should become necessary to amend any of the approved construction drawings, the Design-Builder shall cause the Architect to prepare an amendment to the drawings and shall submit such amendment to the Department for its review and approval. In this submittal, the Architect shall highlight (or bubble) any aspect of the design that represents a material deviation from the permit set documents and shall address in a narrative format the impact, if any, such departure shall have on the Project's aesthetics, functionality or performance. In the event the Department does not approve a document within ten (10) business days after issuance, unless otherwise denied, such document shall be deemed approved, provided however that the Department has not advised that such document is still under review.

### **B.3.2 Construction Activities**

Based on the approved plans and specifications, the Design-Builder shall renovate the building and construction such additional work that may be called for by the approved plans and specifications. The work shall be accomplished in accordance with the following:

**B.3.2.1 Substantial Completion Date.** The work associated with the Main Building shall be Substantially Complete no later than July 20, 2018, and all other aspects of the Project shall be Substantially Complete no later than August 11, 2018. For purposes of this requirement, the term “Substantially Complete” shall mean that all of the following have occurred: (1) the construction and installation work have been completed with only minor punch list items remaining to be completed; (2) a temporary certificate of occupancy and all other required permits or approvals have been obtained; (3) draft copies of 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 scheduled; (5) all clean-up required by the contract has been completed; (6) the Project is ready for the Department to use it for its intended purpose; and (7) all equipment, supplies, materials and items to be installed have been installed in accordance with the manufacturer’s specifications and industry standards and have undergone and passed the requisite testing and inspections. "Minor punch list items" are defined for this purpose as items that, in the aggregate, can be completed within thirty (30) days without interfering with the Department's normal use of the Project.

**B.3.2.2 Drawings & Specifications.** All of the work shall be constructed in strict accordance with the final construction documents issued for and approved by (or deemed approved by) the Department.

**B.3.2.3 Compliance with Other Requirements.** In implementing the work, the Design-Builder and its subcontractors shall comply with all of the applicable provisions of the Standard Contract Provisions as well as the requirements set forth in **Section B.3.3** (Site Safety), **Section B.3.5** (Workhours; Coordination with DCPS and the Community), and **Section B.3.6** (Quality Control Plan) of this RFP.

**B.3.2.4 Site Office.** Throughout the work, the Design-Builder shall provide and maintain a fully-equipped construction office on the Project site.

**B.3.2.5 Supervision.** Throughout the work, the construction office shall be manned by personnel competent to oversee the work at all times while construction is underway. Such personnel shall maintain full-time, on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings, and daily work log.

**B.3.2.6 Weekly Progress Meetings.** Throughout the work, the Design-Builder shall conduct weekly progress meetings following a contractor generated agenda with the Department’s program manager and key trade subcontractors. The Design-Builder shall draft and circulate meeting minutes on a weekly basis.

**B.3.2.7 Move-in Assistance.** The Design-Builder shall assist DCPS in relocating FF&E and other items as necessary within the renovated building. The GMP shall include an allowance and scope of work for these activities.

**B.3.2.8 Delay Liquidated Damages.** In addition to the liquidated damages provided for in Sections B.6.2. relating to Key Personnel, and B.2.5 relating to deliverables, if the Main Building is not Substantially Complete by July 20, 2018, or the Project is not Substantially Complete by August 11, 2018, the Design-Builder shall be subject to liquidated damages in an amount of Five Thousand Dollars (\$5,000) per day. These damages shall not apply if the delay is the result of Force Majeure and the Design-Builder otherwise complies with the provisions set forth in the Standard Contract Provisions.

**B.3.2.9 Hazardous Materials.** The Design-Builder's scope of work includes the abatement and removal of hazardous materials found within the existing building. In performing such work, the Design-Builder shall comply with all laws, including, without limitation, the requirements of the EPA and all jurisdictional agencies as well as all laws relating to safety, health welfare, and protection of the environment, in removing, treating, encapsulating, passivating, and/or disposing of hazardous materials, including, but not limited to, removal, treatment, encapsulation, passivation, and/or disposal of the hazardous materials. If any notices to governmental authorities are required, the Design-Builder shall also give those notices at the appropriate times. The Design-Builder shall ensure abatement subcontractors and disposal sites are appropriately licensed and qualified. In addition, the Design-Builder shall ensure that any subcontractors involved in the abatement of hazardous materials maintain a contractor's pollution legal liability insurance policy of at least Two Million Dollars (\$2,000,000) for the duration of the Project and a period of three (3) years after Substantial Completion of the Project, and that any disposal site to which hazardous materials are taken carries environmental impairment liability insurance for the duration of the Project and a period of three (3) years after Substantial Completion of the Project. The Design-Builder's obligations under this paragraph shall include signing (as the agent for the Department) any manifests required for the disposal of hazardous materials.

**B.3.2.10 Salvage Value.** In general, the salvage value of construction material located in the existing building shall accrue to the Design-Builder and/or its subcontractor. However, the Department shall be entitled to the value of any piece of equipment (such as chillers, computers, etc.) that remain in the existing building to the extent that such piece equipment has a salvage value of more than \$25,000.

**B.3.2.11 Self-Performed Work.** The Design-Builder and its affiliates may not carry out trade work with its own forces without the Department's written permission, which permission may be withheld or conditioned by the Department in its sole and absolute judgment.

### **B.3.3 Site Safety**

**B.3.3.1 General Responsibility.** The Design-Builder shall provide a safe and efficient site, with controlled access. As part of this obligation, the Design-Builder shall be responsible

for initiating, maintaining and supervising all safety precautions and programs in connection with the Project.

**B.3.3.2 Safety Plan.** Prior to the start of construction activities, the Design-Builder shall prepare a safety plan for the construction phase conforming to OSHA 29 CFR 1926 (such plan, the “Safety Plan”). The Design-Builder shall develop a plan that describes the proposed separation and the specific nature of the safety measures to be taken including fences and barriers that will be used as well as the site security details. This plan will be submitted to the Department and DCPS for their review and approval prior to the commencement of construction. Once such plan has been approved, the Design-Builder shall comply with it at all times during construction. The Design-Builder shall be required to revise the plan as may be requested by the Department or DCPS. The cost of revising and comply with the plan shall not entitle the Design-Builder to an increase in the GMP.

**B.3.3.3 Safety Barriers/Fences.** As part of its responsibility for Project safety, the Design-Builder shall install such fences and barriers as may be necessary to separate the construction areas of the site from those areas that are then being used by DCPS for educational purposes. The Design-Builder shall describe in the Safety Plan the proposed separation and the specific nature of the fences and barriers that will be used.

**B.3.3.4 Site Security.** The Design-Builder shall be responsible for site security and shall be required to provide such watchman as are necessary to protect the site from unwanted intrusion.

**B.3.4 Exculpation.** The right of the Department and DCPS to comment on the Safety Plan and the nature and location of the required fences and barriers shall in no way absolve the Design-Builder from the obligation to maintain a safe site.

### **B.3.5 Workhours; Coordination with DCPS and Community**

**B.3.5.1 Workhours.** The Design-Builder shall comply with the Noise Ordinance and neither it nor its subcontractors shall undertake work on the Project site other than at the times and sound level permitted by the Noise Ordinance.

**B.3.5.2 Parking.** The Design-Builder shall organize its work in such a manner so as to minimize the impact of its operations on the surrounding community. To the extent that the number of workers on the site is likely to have an adverse impact on neighborhood parking, the Design-Builder shall develop a parking plan for those individuals working on the site that is reasonably acceptable to the Department.

**B.3.5.3 Wheel Washing Stations.** The Design-Builder shall provide wheel washing stations on site so as to prevent the accumulation of dirt and other refuse on the streets surrounding the Project site.

**B.3.5.4 Outreach Plan.** The Design-Builder shall keep the Department informed of the construction activities and their potential impact on the community. The Design-Builder shall

submit the plan to the Department prior to its implementation and such plan shall be subject to the Department's review and approval.

### **B.3.6 Quality Control Plan**

**B.3.6.1 General Obligation.** The Design-Builder shall be responsible for all activities necessary to manage, control, and document work to ensure compliance with contract documents. The Design-Builder's responsibility includes ensuring adequate quality control services are provided by the Design-Builder's employees and its subcontractors at all levels. The work activities shall include safety, submittal management, document reviews, reporting, and all other functions related to quality construction.

**B.3.6.2 Quality Control Plan.** Within forty five (45) days after the design development documents are approved, the Design-Builder shall develop a quality control plan for the Project (the, "Quality Control Plan"). A draft of the Quality Control Plan shall be submitted to the Department and shall be subject to the Department's review and approval. The Quality Control Plan shall be tailored to the specific products/type of construction activities contemplated in the design development documents, and in general, shall include a table of contents, quality control team organization, duties/responsibilities of quality control personnel, submittal procedures, inspection procedures, deficiency correction procedures, documentation process, and a list of any other specific actions or procedures that will be required for key elements of the work.

**B.3.6.3 Implementation.** During the construction phase, the Design-Builder shall perform regular quality control inspections and create reports based on such inspections. These quality control reports shall be provided to the Department electronically on a monthly basis. The Design-Builder shall incorporate a quality control section in the progress meetings to discuss outstanding deficiencies, testing/inspections, and upcoming Work. The monthly report shall include a detailed summary of the steps that are being employed to provide quality construction and workmanship. The monthly report should specifically address issues raised during the month and outline the steps that are being used to address such issues.

### **B.4 Project Close-out**

**B.4.1 Punchlist.** Promptly after each Phase reaches Substantial Completion, the Design-Builder shall cause the Architect to develop a punchlist. Once the punchlist is prepared, the Design-Builder shall inspect the work along with representatives from the Department. The punchlist shall be revised to reflect additional work items that are discovered during such inspection. The Design-Builder shall correct all punchlist items no later than ninety (90) days after substantial completion is achieved.

**B.4.2 Training.** The Design-Builder shall provide training to DCPS staff on all of the building systems. The Design-Builder shall be required to schedule such training sessions and shall use commercially reasonable efforts to ensure all such training occurs prior to August 15, 2018.

**B.4.3 Warranties & Manuals.** Subsequent to Substantial Completion and no later than August 15, 2018, the Design-Builder shall prepare and submit the following documentation: (i)



a complete set of product manuals (O&M), training videos, warranties, etc.; (ii) attic stock; (iii) an equipment schedule; (iv) a proposed schedule of maintenance for the renovated building; (v) environmental, health and safety documents for the renovated building; and (vi) all applicable inspection certificates/permits (boiler, elevator, emergency evacuation plans, health inspection, etc.) for the renovated building. No later than September 15, 2018, the Design-Builder shall prepare and submit: (x) a complete set of its Project files; and (y) a set of record drawings.

**B.4.4 Eleven Month Walk.** The Design-Builder shall use commercially reasonable efforts to schedule a joint inspection of the Project during the eleventh month after Substantial Completion is achieved. During such inspection, the Design-Builder and a representative of the Department shall walk the Project to identify any necessary warranty work.

**B.4.5 Support for Initial Heating & Cooling Season.** The Design-Builder and its mechanical subcontractor shall provide support to DCPS and the Department during system start-up and in initial operation for the first heating and cooling season after Substantial Completion is achieved.

## **B.5 Administrative Matters**

The Design-Builder shall be required to submit the reports as described in this **Section B.3.**

**B.5.1 Monthly Report.** The Design-Builder shall provide written reports to the Department, on the progress of the entire Work at least monthly from Preconstruction NTP until Final Completion of the Project. The monthly report shall include: (i) an updated schedule analysis, including any plans to correct defective or deficient Work or recover delays; (ii) an updated cost report; (iii) a monthly review of cash flow; (iv) a quality control report; and (v) progress photos.

**B.5.2 Bi-Weekly Schedule Updates.** The Design-Builder shall provide a baseline schedule update to the Department, on the progress of the entire Work at least bi-weekly, in the same format set forth in **Section B.2.1** of this RFP. The update shall reflect the actual progress of the Project, identify developing or potential delays, regardless of their cause, and reflect the Design-Builder's best projection of the actual date by which Substantial Completion and Final Completion of the Project will be achieved. The Design-Builder shall also state what must be done to avoid or reduce that delay, changes that have occurred since the last update, including those related to major changes in the scope of work, activities modified since the last update, revised projections of durations, progress and completion, revisions to the schedule logic or assumptions, and other relevant changes.

**B.5.3 Use of Prolog.** The Design-Builder shall utilize Prolog for the submission of: (i) requests for information; (ii) submittals; (iii) meeting minutes; (iv) invoices/applications for payment (full package including all forms required by DGS); (v) certified payrolls (in addition to upload via LCP Tracker); (vi) drawings and specifications; (vii) punchlist; and (viii) other documents as may be designated by the Department.

## **B.6 Key Personnel; Diversion**

**B.6.1 Identification of Key Personnel.** The following individuals shall be considered key personnel: (i) the Design Principal; (ii) the Project Architect; (iii) the primary MEP engineers; (iv) the Project Executive; (v) the Field Superintendent; (vi) the project manager who will supervise the interior design and work; (vii) the project manager who will supervise the MEP work; and (viii) the individual that will manage quality control and interact with DGS' quality control representative. The Design-Builder will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement.

**B.6.2 Liquidated Damages.** If the Design-Builder removes or reassigns one of the key personnel (excluding, however, instances where such personnel become unavailable due to death, disability, or separation from the employment of the Design-Builder or any affiliate of the Design-Builder) without the prior written consent of the Department's Designated Representative, the Design-Builder shall pay to the Owner the sum of Twenty Five Thousand Dollars (\$25,000) as liquidated damages. These liquidated damage amount shall not bar recovery of any other damages, costs or expenses other than the Department's internal administrative costs. In addition, the Department shall have the right, to be exercised in its sole discretion, to remove, replace or to reduce the scope of services of the Design-Builder in the event that a member of the key personnel has been removed or replaced by the Design-Builder without the consent of the Department.

## **B.7 Deliverable List**

The Design-Builder shall be required to prepare and submit the following:

### **B.7.1 Design and Preconstruction Phase Deliverables.**

- .1** Baseline Schedule (B.2.1).
- .2** Concept Design Submission (B.2.1.2).
- .3** Concept Design Budget Estimate (B.2.1.4).
- .4** Constructability/Sole Source/Long-Lead Time Memorandum (B.2.1.5).
- .5** Schematic Design Submission (B.2.2.2).
- .6** Schematic Design Budget Estimate (B.2.2.3).
- .7** Updated Constructability/Sole Source/Long Lead Time Memorandum (B.2.2.4).
- .8** Value Engineering Memorandum (B.2.2.6).
- .9** Phasing Plan (B.2.2.8).
- .10** 50% Design Document Progress Print (B.2.3).
- .11** 100% Design Documents (B.2.3).
- .12** Mid-Point Design Development Review Memorandum (B.2.3.1).
- .13** Hazardous Materials and Selective Demolition Early Release Package (B.2.3.3).
- .14** Long Lead Item Early Release Package (B.2.3.3).
- .15** Trading/Bidding Procedures Submission (B.2.4.1).
- .16** Trade Bid Tabulations (B.2.4.3).
- .17** GMP Proposal (B.4.4).

### **B.7.2 Construction Phase Deliverables.**

- .1** 50% Construction Document Progress Print (B.3.1.1).
- .2** Memorandum on “Over-the-Shoulder” Review (B.3.1.1).
- .3** Construction Document Packages (B.3.1.2).
- .4** Construction Administration Plan (B.3.1.4).
- .5** Minutes of Progress Meetings (B.3.2.6).
- .6** Safety Plan (B.3.3.2).
- .7** Outreach Plan (B.3.5.4).
- .8** Quality Control Plan (B.3.6.2).
- .9** Warranties and Manuals (B.4.3).
- .10** Monthly Report (B.5.1).
- .11** Bi-Weekly Schedule Updates (B.5.2).
- .12** Invoices and Acceptable Application for Payment with Release of Liens and Claims.
- .13** Insurance Certificates.
- .14** Performance and Payment Bonds and Agreement of Indemnity.
- .15** Certificate of Substantial Completion executed by the Project Architect and submitted to the Department for review, concurrence and approval.
- .16** Documents that may be required by Contracting Officer from time to time.

### **B.7.3 Close-Out Deliverables**

- .1** a complete set of its Project files.
- .2** a complete set of product manuals (O&M), training videos, warranties, etc..
- .3** as built record drawings.
- .4** attic stock and schedule.
- .5** equipment schedule.
- .6** proposed schedule of maintenance.
- .7** environmental, health & safety documents.
- .8** all applicable inspection certificates/permits (boiler, elevator, emergency evacuation plans, health inspection, etc.).

### **B.8 Conformance with Laws**

It shall be the responsibility of the Design-Builder to perform under the contract in conformance with the Department’s Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

## **SECTION C ECONOMIC INCLUSION**

### **C.1 Preference for Small, Local, and Disadvantaged Business Enterprises**

**General:** Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Offerors that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, being a local business enterprise with its principal office located in an enterprise zone, being a veteran-owned business enterprise, or being a local manufacturing business enterprise. In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror's proposal:

- Three (3) preference points shall be awarded if the Offeror is certified as having a small business enterprise.
- Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership.
- Five (5) points shall be awarded if the Offeror is certified as having a longtime resident business.
- Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise with its principal office located in an enterprise zone.
- Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a local manufacturing business enterprise.

Offerors may qualify for more than one of these categories, so that the maximum number of points available under this section is twelve (12) points.

#### **C.1.2 Preferences for Certified Joint Ventures**

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a (h).

**C.1.2.1** A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.

**C.1.2.2** Any vendor 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  
(202) 727-3900

**C.1.2.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

## **C.2 Subcontracting Plan**

An Offeror responding to this solicitation which is required to subcontract shall be required to submit with its offer, any subcontracting plan required by law. Offeror's responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with **Attachment K**.

### **C.2.1 Subcontracting Plan Requirements**

#### **Mandatory Subcontracting Requirements**

1. Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, 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).
2. If there are insufficient SBEs to completely fulfill the requirement of paragraph 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.
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 paragraphs 1 and 2 above.
4. Except as provided in paragraphs 5 and 7 below, a prime Contractor that is a CBE and has been granted an offer 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 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 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

5. A prime Contractor that is a certified joint venture and has been granted an offer 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 contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime Contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
6. Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
7. A prime Contractor that is a CBE and has been granted an offer 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.

### **C.2.2 Subcontracting Plan**

If the prime Contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section (a) of this clause. The plan shall be submitted as part of the offer and may only be amended 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 shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- a. The name and address of each subcontractor;
- b. A current certification number of the small or certified business enterprise;
- c. The scope of work to be performed by each subcontractor; and
- d. The price that the prime Contractor will pay each subcontractor.

### **C.2.3 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, District of Columbia Auditor and the Director of DSLBD.

### **C.2.4 Subcontracting Plan Compliance Reporting.**

- (1) The Contractor has a subcontracting plan required by law for this contract; the Contractor shall submit a quarterly report to the CO, 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;
- d. A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

(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.

#### **C.2.5 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.

#### **C.2.6 Notices**

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

#### **C.2.7 Enforcement and Penalties for Breach of Subcontracting Plan**

- 1. A Contractor shall be deemed to have breached a subcontracting plan required by law, if the Contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.
- 2. Contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
- 3. If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **Clause 8** of the Standard Contract Provisions, Default.

#### **C.2.8 CBE as Prime Contractor**

A prime Contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of **Section C.2.**

### **C.3 Residency Hiring Requirements for Contractors and Subcontractors**

At least fifty-one percent (51%) of the Offeror's Team and every subconsultant's employees hired after the Offeror enters into a contract with the Department, or after such subconsultant enters into a contract with the Offeror, to work on this project, shall be residents of the District of Columbia.

Upon execution of the contract, the Offeror and all of its member firms, if any, and each of its subcontractors and subconsultants shall submit to the Department a list of current employees that will be assigned to the project, the date that they were hired and whether or not they live in the District of Columbia.

The Offeror shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Offeror and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of \$100,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services ("DOES") upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make best efforts to hire at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10<sup>th</sup> of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in program approved by the D.C. Apprenticeship Council; and (vii) trade Contractors and subcontractors with contracts in the amount of \$500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.

The Offeror shall comply with subchapter X of Chapter II of Title 2, and all successor acts thereto, including by not limited to the *Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011*, and the rules and regulations promulgated thereunder, including, but not limited to the following requirements:

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



#### **C.4 Apprenticeship Act**

The D.C. Apprenticeship Act of D.C. Law 2-156, (“Act”) as amended shall apply to this Project. All subcontractors selected to perform work on the Project on a craft-by-craft basis shall be required to comply with this Act. All terms and conditions of the D.C. Apprenticeship Council Rules and Regulations shall be implemented. The Contractor shall be liable for any subcontractor non-compliance.

## **SECTION D EVALUATION AND AWARD CRITERIA**

### **D.1 Evaluation Process**

The Department shall evaluate submissions and any best and final offers in accordance with the provisions of this **Section D** and the Department's Procurement Regulations.

### **D.2 Evaluation Committee**

Each submission shall be evaluated in accordance with this **Section D** by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official shall select the Offeror(s) whose submissions are determined by the source selection official to be the most advantageous to the Department in accordance with 27 DCMR §§ 1613.5 and 1630.5 and not necessarily the Offeror(s) with the highest score as evaluated per the factors in **Section D.4** of this RFP.

### **D.3 Oral Presentation**

The Department does not intend to interview Offerors; however, it reserves the right to interview Offerors in the competitive range if necessary. If the Department conducts such interviews, each Offeror within the competitive range shall make an oral presentation to the Department's Evaluation Committee, and participate in a question and answer session. The purpose of the oral presentation and the question and answer session is to permit the Evaluation Committee to fully understand and assess the qualifications of each Offeror and the Offeror's key personnel. The submission will be re-scored at the conclusion of the oral presentation.

#### **D.3.1 Length of Oral Presentation**

Each Offeror will be given up to sixty (60) minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately forty five (45) minutes for the Evaluation Committee to assess the presentation and prepare questions. The Offeror will then respond to questions from the Department's Evaluation Committee for no more than ninety (90) minutes.

#### **D.3.2 Schedule**

The order of presentation will be selected randomly and the Offerors will be informed of their presentation date before the beginning of oral presentations. The Department reserves the right to reschedule any Offeror's presentation at the discretion of the contracting officer.

### **D.3.3 Offeror Attendees**

The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this project. Each Offeror will be limited to seven (7) persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's assessment of the key areas of responsibility that are deemed essential to the successful completion of the project.

### **D.3.4 Topics**

The Offeror may present information about its capabilities and special qualifications to serve as a contractor for this Project, including the qualifications of key personnel.

## **D.4 Proposal Evaluation**

Each proposal will be scored on a scale of zero (0) to one hundred twelve (112) points. Offerors will be eligible to receive up to twelve (12) of the one hundred twelve (112) points based on the Offerors status as certified business enterprises as outlined in **Section C.1** of this RFP. The Department's evaluation shall not necessarily be limited to the information provided in the Offeror's proposal. As part of the evaluation, the Department will also consider its own historical experience with the Offeror, as well as the direct experience with the Offeror of the members of the evaluation panel and others involved in the evaluation process. The Contract will be awarded to the Offeror found to be the most advantageous to the Department in accordance with 27 DCMR §§ 1613.5 and 1630.5 and not necessarily the Offeror(s) with the highest evaluated score.

### **D.4.1 Past Performance**

#### **D.4.1.1 Builder's Experience & References (10 points)**

The Department desires to engage a Design-Builder with the experience necessary to realize the objectives set forth in the RFP. This component of each Offeror will be evaluated based on their demonstrated experience:

- (i) in construction and/or modernization of school facilities;
- (ii) in constructing projects in an urban setting;
- (iii) working in an occupied or partially occupied building;
- (iv) with the design-build delivery method and working as an active and collaborative participant with the owner and a design team through the design process;
- (v) working with designer to develop bid packages based on design development documents or incomplete construction documents;
- (vi) estimating construction costs based on design development documents;
- (vii) in completing projects on-time;
- (viii) in completing projects on-budget;
- (ix) knowledge of, and access to, the local subcontracting market; and

- (x) knowledge of the local regulatory agencies and Code Officials.

If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture. This element of the evaluation will be worth up to ten (10) points.

#### **D.4.1.2 Architect/Engineer's Experience & References (10 points)**

The Department desires to engage design-builder with a design component that possesses the experience necessary to realize the objectives set forth in the RFP. The design component of each Design-Builder will be evaluated based on their demonstrated experience in:

- (i) designing school facilities;
- (ii) designing projects in an urban setting;
- (iii) demonstrated experience in providing a full range of design services as part of a design-build team;
- (iv) demonstrated experience in delivering, coordinated and constructible documents in a phased, fast track environment;
- (v) demonstrated experience in managing scope expansion in projects priced on design development documents, or drawings of a similar level of completeness;
- (vi) in completing projects on-time;
- (vii) in completing projects on-budget; and
- (viii) knowledge of the local regulatory agencies and Code Officials.

If the design component of the Offeror is a team of multiple companies, the Evaluation Panel will consider the experience of each member of the team in light of their role in the proposed team. This element of the evaluation will be worth up to ten (10) points.

#### **D.4.2 Key Personnel**

##### **D.4.2.1 Builder's Key Personnel (10 points)**

The Department desires that the Design-Builder assign the appropriate number of personnel having the necessary seniority to implement a project of this type. The personnel should have experience working together and each such individual should have the necessary level of experience and education for his or her proposed role. They should have a demonstrated ability to deliver fast-track projects on-time and on-budget. Proposals should identify, at a minimum, (i) the Project Executive; (ii) the pre-construction services manager/design manager; (iii) the Field Superintendent; (iv) the Project Manager who will supervise the MEP work; and (v) the Project Manager who will supervise the interior design and work. The availability and experience of the key individuals assigned to this project will be evaluated as part of this element.

Please provide a table that identifies the specific staff that will be assigned to this project. The table should include: (i) the individual's name (if known); (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this project); (iv) the time periods during which the individual will be assigned to the project; and (v) whether the individual will be funded through the fee or general conditions. This table should include all personnel that will be assigned to the project. This element of the evaluation will be worth up to ten (10) points.

#### **D.4.2.2 Architect/Engineer Key Personnel (10 points)**

The Department desires that senior personnel who have experience in designing and completing high quality, construction projects on-time and on-budget be assigned to this project. They should have a demonstrated ability to design complex, fast-track projects on-time and on-budget. Proposals should identify, at a minimum: (i) the Design Principal; (ii) the Project Manager; (iii) the Project Architect(s); and (iv) the key MEP engineers.

The availability and experience of the key individuals assigned to this project will be evaluated as part of this element. Please provide a table that identifies the specific staff that will be assigned to this project. The table should include: (i) the individual's name; (ii) his or her title and role; (iii) his or her level of effort, i.e. the percentage of time devoted to this project during each phase of design including construction administration. This element of the evaluation will be worth up to ten (10) points.

#### **D.4.3 Price (20 points)**

Offerors will be required to bid a Design Fee, a Design-Build Fee and a General Conditions Budget. This element of the evaluation will be worth up to twenty (20) points.

#### **D.4.4 Management Plan & Schedule (40 points)**

Offerors are required to submit with their proposal a Management Plan. The Management Plan should clearly explain how the Design-Builder intends to manage and implement the Project. It should demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided. At a minimum, the plan should explain: (i) how the Design-Builder will manage the design process; (ii) the Design-Builder's plan to deliver, coordinated and constructible documents in a phased, fast track environment; (iii) how the Design-Builder will manage scope expansion following establishment of the GMP which will be based on the design development documents; and (iv) how the Design-Builder proposes to staff and handle construction administration.

The Management Plan should also: (i) identify the key personnel and their specific roles in managing the Project; (ii) identify the key milestone dates and provide a description of how these dates will be achieved; (iii) provide a preliminary schedule for the work; (iv) describe the cost control management structures that will be used to ensure the Project is delivered on-budget; and (v) describe the key challenges inherent in this Project and explain how they will be overcome or mitigated.

The Management Plan should also address how the work will be performed in light of the fact that the majority of the work will be performed while the building is occupied. The Management Plan should outline the Offeror's proposed measures for mitigating the impact that the Project will have upon the learning environment and ensure a safe learning environment in the occupied spaces. In addition, the Management Plan should outline the phasing of the work in light of the partial occupation of the facility with site plans, diagrams and timelines.

The Management Plan will be worth up to forty (40) points.

## **SECTION E PROPOSAL ORGANIZATION AND SUBMISSION**

This section outlines specific information necessary for the proper organization and manner in which Offerors' proposals should be proffered. References are made to other sections in this RFP for further explanation.

### **E.1 Submission Identification**

Submissions shall be proffered in a complete original proposal (pricing and technical submission); one (1) copy of the pricing proposal; and five (5) copies of the technical portion of the proposal as outlined below. An electronic copy of the complete original proposal either on USB flash drive or CD-ROM shall also be provided. The Offeror's original submission shall be placed in a sealed envelope conspicuously marked: **"Proposal for Design-Build Services for MacFarland Middle School"**

### **E.2 Delivery or Mailing of Submissions**

Submissions should be delivered or mailed to:

DC Department of General Services  
Contracts & Procurement Division  
Frank D. Reeves Center  
2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor  
Washington, DC 20009  
Attn: James H. Marshall

### **E.3 Date and Time for Receiving Submissions**

Submissions shall be received no later than 2:00 p.m. on **November 14, 2016**. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

### **E.4 Submission Size, Organization and Offeror Qualifications**

All submissions shall be submitted on 8-1/2" x 11" bond paper and typewritten. The CPM schedule may be on 11"x17" bond paper, but shall be folded to a size of 8-1/2"x11". Telephonic, telegraphic, and facsimile submissions shall not be accepted. The Department is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. The submission shall be organized as follows:

#### **E.4.1 Technical Proposal**

The technical proposal shall be organized as follows:

##### **E.4.1.1 Executive Summary**

Each Offer should provide a summary of no more than three pages of the information contained in the following sections.

#### **E.4.1.2 General Team Information and Firm(s) Data**

Each Offeror should provide the following information for the Design-Builder and each of its subconsultants.

- A. Name(s), address(es), and role(s) of each firm (including all sub-consultants)
- B. Firm profile(s), including:
  - i. Age
  - ii. Firm history(ies)
  - iii. Firm size(s)
  - iv. Areas of specialty/concentration
  - v. Current firm workload(s) projected over the next year
  - vi. Provide a list of any contract held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.
- C. Description of the team organization and personal qualifications of key staff, including:
  - i. Identification of the single point of contact for the Offeror.
  - ii. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the Offeror.
  - iii. A list or chart of all personnel proposed for the Project. Such list or chart should include the following information for each individual:
    - 1. The individual's name
    - 2. The individual's role
    - 3. Whether the individual's involvement in the Project is funded from the General Conditions Budget or the Design-Build Fee
    - 4. The percentage of time that will be devoted by the individual to the Project. This should be identified for each phase of the Project.



5. The individual's resume. Resumes should indicate the individual's experience on the eight (8) relevant projects and identify the role of the individual in each past project noted on the resume. The resume should also clearly identify how long the individual has worked in the construction industry and should indicate the number of years of experience in his or her current role as well as prior roles.
  6. The individual's current workload over the next two years
- iv. A chart showing the experience that the key team members have working together.

#### **E.4.1.3 Relevant Experience and References**

- A. Detailed descriptions of no more than eight (8) projects that best illustrate the team's experience and capabilities relevant to this project. For each such project, the Offeror should provide the information requested below:
- (i) The name and location of the project.
  - (ii) The square footage of the project
  - (iii) A short narrative of the scope of the contractor's work on the project.
  - (iv) The delivery method implemented on the project.
  - (v) The start and end dates for construction.
  - (vi) The date of builder's engagement and point during the design process at which builder was engaged (e.g., schematic design 50% complete; schematic design 100% complete, etc.).
  - (vii) The initial substantial completion date and initial contract value, also noting the contract type (i.e., GMP, NTE or Lump Sum).
  - (viii) The level of completion of design documents that the initial contract value was based on.
  - (ix) The actual substantial completion date and the final contract value.
- B. The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms (**Attachment N**) are completed and submitted on behalf of the Offeror directly to **Jerusalem Belai** by the due date for proposals.
- C. If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture.

#### **E.4.1.4 Project Management Plan**

The Project Management Plan should contain the information requested in **Section D.4.6** of the RFP.

#### **E.4.1.5 SBE Subcontracting Plan**

Each Offeror shall complete and submit as part of its Technical Proposal a Subcontracting Plan in the form of **Attachment K**.

#### **E.4.1.6 First Source Employment Agreement**

Each Offeror shall complete and submit as part of its Technical Proposal a First Source Agreement in the form of **Attachment L**.

#### **E.4.1.7 Preliminary Project Schedule**

Each Offeror should prepare a preliminary project schedule (the “Baseline Schedule”) that shows how the Offeror intends to complete the Project in a timely manner. The Baseline Schedule shall be subject to review and approval by the Department and the Design-Builder shall incorporate such adjustments to the Baseline Schedule as may be reasonably requested by the Department. The Baseline Schedule shall be prepared in a CPM method and be developed in a sufficient level of detail so as to permit the affected parties (i.e. the Department, the Architect and the Design-Builder) to properly plan the Project, and shall show: (i) key design milestones and bid packages; (ii) release dates for long lead items; (iii) release dates for key subcontractors; and (iv) substantial and final completion dates. The preliminary schedule must also be submitted in Primavera 6 native format, and upon award, shall be updated by the Design-Builder, at a minimum, on a bi-weekly basis. The schedule should demonstrate that the Offeror understands the project and has a workable method to deliver the project in a timely manner.

### **E.4.2 Price Proposal**

The Price proposal shall be organized as follows:

#### **E.4.2.1 Bid Form**

Each Offeror shall submit a bid form substantially in the form of **Attachment E**. Material deviations, in the opinion of the Department, from the bid form shall be sufficient to render the proposal non-responsive.

#### **E.4.2.2 Bidder-Offeror Certification Form**

Each Offeror shall complete and submit with its Price Proposal the Bidder-Offeror Certification Form attached hereto as **Attachment F**. An Offeror who submits an incomplete or improperly or inaccurately completed Bidder-Offeror Certification Form may be deemed non-responsive.

#### **E.4.2.3 Tax Affidavit**

Each Offeror must submit a tax affidavit substantially in the form of **Attachment G**. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia government.

#### **E.4.2.4        Bid Bond**

Each Offeror shall submit with their Price Proposal a bid bond in the amount specified and further explained in **Section J.1** below, in the form of **Attachment I**.

## **SECTION F PROPOSAL PROCEDURES & PROTESTS**

### **F.1 Contact Person**

For information regarding this RFP please contact:

Jerusalem Belai  
Contract Specialist  
Department of General Services  
1250 U Street NW, 4th floor  
Washington, DC 20009  
(202) 724-4108  
[jerusalem.belai@dc.gov](mailto:jerusalem.belai@dc.gov)

Any written questions or inquiries should be sent to **Jerusalem Belai** at the address above.

### **F.2 Preproposal Conference**

A preproposal conference will be held on October 26, 2016 at 11:00 am. The meeting will be held at the Department of General Services's Brookland Conference Room located at 1250 U Street N.W., 3rd floor, Washington, D.C. 20009. Interested Offerors are strongly encouraged to attend.

### **F.3 Explanations to Prospective Offerors**

Each Offeror should carefully examine this Request for Proposals and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a submission. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of the Department that information is necessary in proffering submissions or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding.

Requests for interpretation or correction should be directed to **Jerusalem Belai** at the address listed in Section F.1 no later than the close of business on **November 4, 2016**. The person making the request shall be responsible for prompt delivery.

### **F.4 Protests**

Protests shall be governed by D.C. Code § 2-360.08 and Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734).

## **F.5 Contract Award**

This procurement is being conducted in accordance with D.C. Code § 2-354.03 and the provisions of Title 27 DCMR §§ 4700, et seq., of the Department's Procurement Regulations. Responses to the RFP shall be in the form of competitive sealed proposals and the contract shall be awarded based on the proposal that is the most advantageous to the Department, or in the event of more than one award, the proposals that are the most advantageous to the Department. The RFP sets forth the evaluation factors and indicates the relative importance of each factor. The RFP contains a statement of work or other description of the Department's specific needs, which shall be used as a basis for the evaluation of the proposals. Price will be evaluated; however, while price or total cost to the Department may be an important or even deciding factor in most source selections, the Department may select the source whose proposal is more advantageous in terms of technical merit and other factors in accordance with Title 27 DCMR § 1613.5. As such, the contract contemplated hereunder will be awarded to the Offeror whose competitive sealed proposal is determined by the source selection official to be the most advantageous to the Department considering technical merit and other factors.

## **F.6 Retention of Submissions**

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

## **F.7 Examination of Submissions**

Offerors are expected to examine the requirements of all instructions (including all amendments, addenda, attachments and exhibits) in this RFP. Failure to do so shall be at the sole risk of the Offeror and may result in disqualification.

## **F.8 Late Submissions: Modifications**

- A. Any submission or best and final offer received at the office designated in this RFP after the exact time specified for receipt shall not be considered.
- B. Any modification of a submission, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in Section G.8.A stated above.
- C. The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the submission wrapper or other documentary evidence of receipt maintained by the installation.
- D. Notwithstanding any other provisions of this Request for Proposals to the contrary, a late modification of an otherwise successful submission which makes its terms more

favorable to the Department may be considered at any time it is received and may be accepted.

- E. Submissions shall be irrevocable and remain in full force and effect for a period not less than one hundred twenty (120) days after receipt of submissions.

#### **F.9 No Compensation for Preparation of Submissions**

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

#### **F.10 Rejection of Submissions**

The Department reserves the right, in its sole discretion:

- A. To cancel this solicitation or reject all submissions.
- B. To reject submissions that fail to prove the Offeror's responsibility.
- C. To reject submissions that contain conditions and/or contingencies that in the Department's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- D. To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.
- E. To take any other action within the applicable Procurement Regulations or law.
- F. To reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.
- G. To reject submissions that indicates a lack of understanding of any aspect of the project.
- H. To reject submissions that are too costly, financially or otherwise, to the Department relative to other submissions and the project budget.
- I. To reject submissions where the Offeror has altered any pricing element or line item by Thirty Percent (30%) from the initial offer or median price for that pricing element or line item in response to a Request for a Best and Final Offer ("BAFO").
- J. To reject submissions that are deemed non-responsive.

## **F.11 Limitation of Authority**

Only a contracting officer with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

## **F.12 Non-Responsive Proposals**

- A. **Pricing.** In general, the Department will consider a proposal non-responsive if any pricing element of the Offeror's price is Thirty Percent (30%) higher than the median price submitted by other Offerors. If there are no more than two (2) Offerors, the independent government estimate shall be used to establish a median price. The Department reserves the right to deem a proposal non-responsive if any pricing element of the Offeror's price is Thirty Percent (30%) higher than the median price.
- B. **Certification.** The Department may consider a proposal non-responsive if the Offeror fails to properly complete or provides inaccurate information on the Bidder/Offeror Certification Form.
- C. **Exceptions.** The Department may consider a proposal non-responsive if the Offeror identifies any changes or exceptions to the Standard Contract Provisions, the Agreement for Design-Build Services, and Letter Contract.
- D. **Core Competency.** The Department may consider a proposal non-responsive if the Offeror, whether by inclusion or omission, fails, in the Department's sole judgment, to demonstrate an understanding and competence in every aspect of the project.

## **SECTION G INSURANCE REQUIREMENTS**

### **G.1 Required Insurance**

The Design-Builder will be required to maintain the following types of insurance throughout the life of the contract.

**G.1.1** Commercial general public liability insurance (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than Five Million Dollars (\$5,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Five Million Dollars (\$5,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage. The Design-Builder will be required to maintain this coverage in force for a period of at least three (3) years after substantial completion.

**G.1.2** Workers’ compensation and Employers Liability coverage providing statutory benefits for all persons employed by the Design-Builder, or its contractors and subcontractors at or in connection with the Work.

**G.1.3** Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.

**G.1.4** Excess umbrella liability coverage (on at least a follow form basis) and when combined with the general liability policy has an aggregate limit of at least Ten Million Dollars (\$10,000,000).

**G.1.5** Builder’s risk insurance written on an “all risk” basis and covering the value of the improvements being constructed. This coverage does not need to be maintained until such time as construction operations begin.

**G.1.6** With respect to the design team, errors and omissions coverage written on a claims made basis and having an aggregate policy limit of at least Five Million Dollars (\$5,000,000).

**G.1.7** Contractor’s Pollution Legal Liability coverage in the amount of at least Two Million Dollars (\$2,000,000) for each occurrence. Such coverage shall be maintained for the duration of the Project and a period of three (3) years after Substantial Completion of the Project.

### **G.2 Additional Insureds**

Each insurance policy shall be issued in the name of the contractor and shall name as additional insured parties the Department and the District of Columbia, and shall not be cancelable or reduced without thirty (30) days prior written notice to the Department.



### **G.3 Waiver of Subrogation**

All such insurance policies shall contain a waiver of subrogation against the Department and the District of Columbia, and their respective agents.

### **G.4 Strength of Insurer**

All insurance policies shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best's rating of not less than A- (Excellent) and a surplus size of not less than XV. All such insurers shall be licensed/approved to do business in the District of Columbia.

## **SECTION H BONDS**

### **H.1 Bid Bond**

Offerors are required to submit with their proposal a bid bond in the amount of \$2,600,000, in the form included as **Attachment I**. All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties. Alternatively, Offerors may submit a cashier's check in lieu of a bid bond. However, in the event an Offeror who is awarded a contract fails to post a payment and performance bond for the full value of the contract, the Offeror shall thereby forfeit the full amount of the cashier's check, and the Department shall collect such funds as liquidated damages. If the Offeror chooses to submit a cashier's check in lieu of a bid bond, the Offeror must complete the form included as **Attachment Q** and return, notarized, with the Offeror's bid.

### **H.2 Trade Subcontractor Bonds**

The Form of Contract will 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.

### **H.3 Contractor's Payment and Performance Bond**

In addition to the trade subcontractor bonds required by Section H.2, the Design-Builder will be required to post a payment and performance bond having a penal value equal to the GMP at the time the GMP Contract is executed.

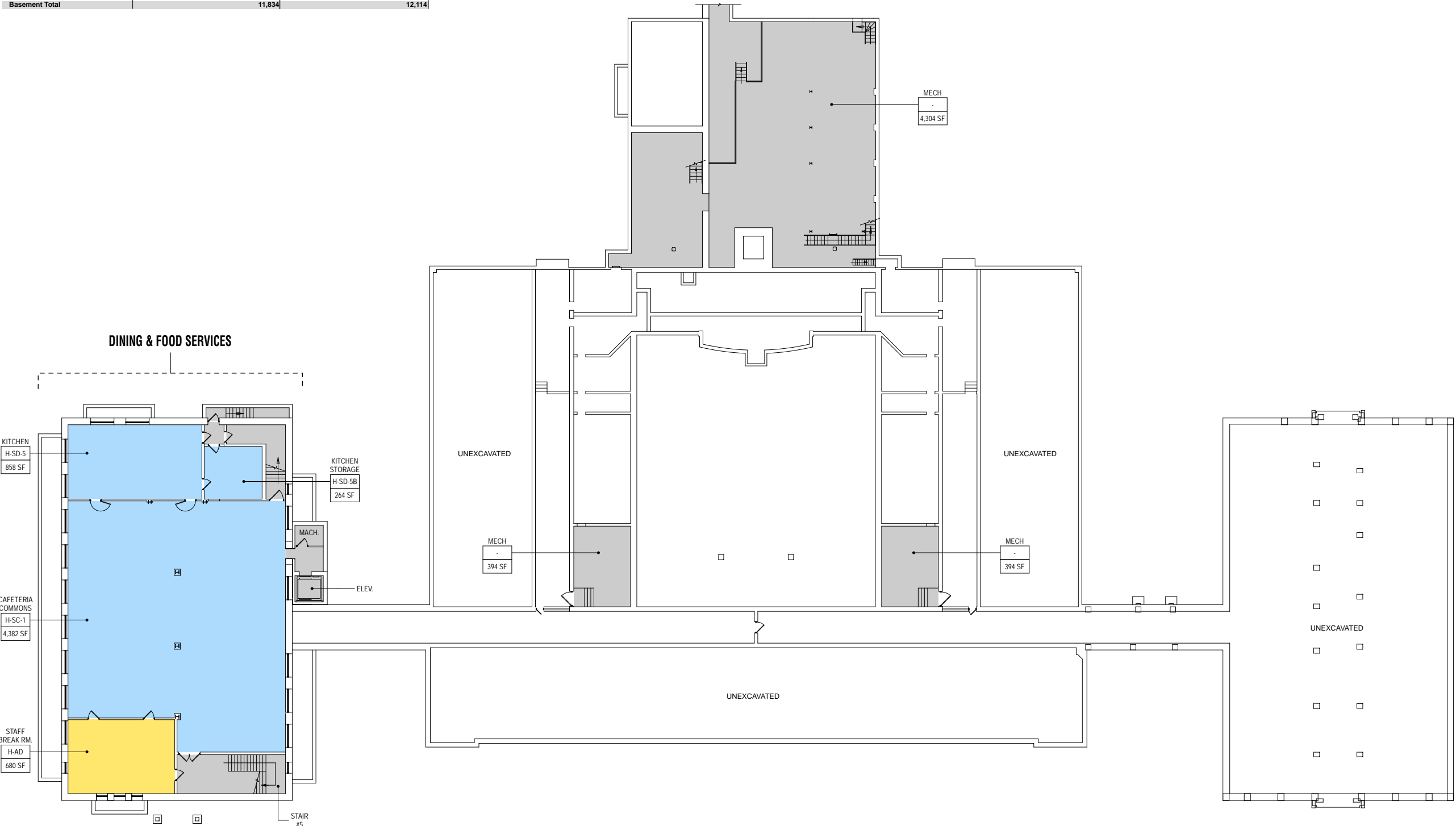
# Attachment A

McFarland Swing Space for Roosevelt High School  
Basement Program Outline

cox graae + spack architects  
04.18.2013

Room Name	Code	Required Program			Basement Level Program			Comments
		Number on Floor	Req'd Area per Room	Req'd Area Total	Number on Floor	Average Area per Room	Prov'd Area on Floor	
Administration								
Staff Break Room		1	400	400	1	680	680	
Subtotal Media Center				400			680	
Dining & Food Services								
Cafeteria	H-SC-1	1	4,382	4,382	1	4,382	4,382	existing
Kitchen	H-SD-5	1	858	858	1	858	858	existing
Dry Storage	H-SD-5B	1	264	264	1	264	264	existing
Subtotal Dining & Food Service				5,504			5,504	
Engineering & Circulation								
Circulation				5,125			5,125	
Bathrooms				0			0	
Mechanical				805			805	
Subtotal Engineering & Circulation				5,930			5,930	
Summary								
Subtotal Administration				400			680	
Subtotal Dining & Food Services				5,504			5,504	
Subtotal Engineering & Circulation				5,930			5,930	
Basement Total				11,834			12,114	

- ACADEMIC AREAS
- MEDIA CENTER
- PHYSICAL EDUCATION
- ADMINISTRATION
- DINING & FOOD SERVICES
- ASSEMBLY
- ENGINEERING & CIRCULATION



1  
A2.01  
Basement Floor Plan  
SCALE: 1/16" = 1'-0"

DC Public Schools acting  
by and through Department  
of General Services (DGS)

2000 14th Street NW  
Washington, DC 20009  
202-698-7763



Roosevelt High School  
McFarland Swing Plan

4301 13th St. NW  
Washington, DC 20011  
202-576-6130



Lance Bailey &  
Associates, Inc.  
Architecture / Interior Design

7600 Georgia Avenue NW, Suite 308  
Washington, DC 20012  
301-565-2283  
fax 301-565-2287

cox graae + spack  
architects

2909 M Street NW  
Washington DC 20007  
202-965-7070  
fax 202-965-7144

ReStl  
structural

1001 Connecticut Avenue, NW Suite 320  
Washington DC 20036  
202-452-1103  
fax 202-452-1133

Global Engineering  
M / P / E

1900 M Street NW, Suite 200  
Washington DC 20036  
202-495-7746  
fax 202-495-7747

Seal

No: Date: Revision:

4/24/13 Swing Plan Test Fit

Drawing Title:  
BASEMENT FLOOR PLAN

Graphic Scale:

0 8' 16' 32'

Drawn By: Checked By:

LR DG

Project No: Date:

1304.00 4/24/13

Drawing No:

A2.01

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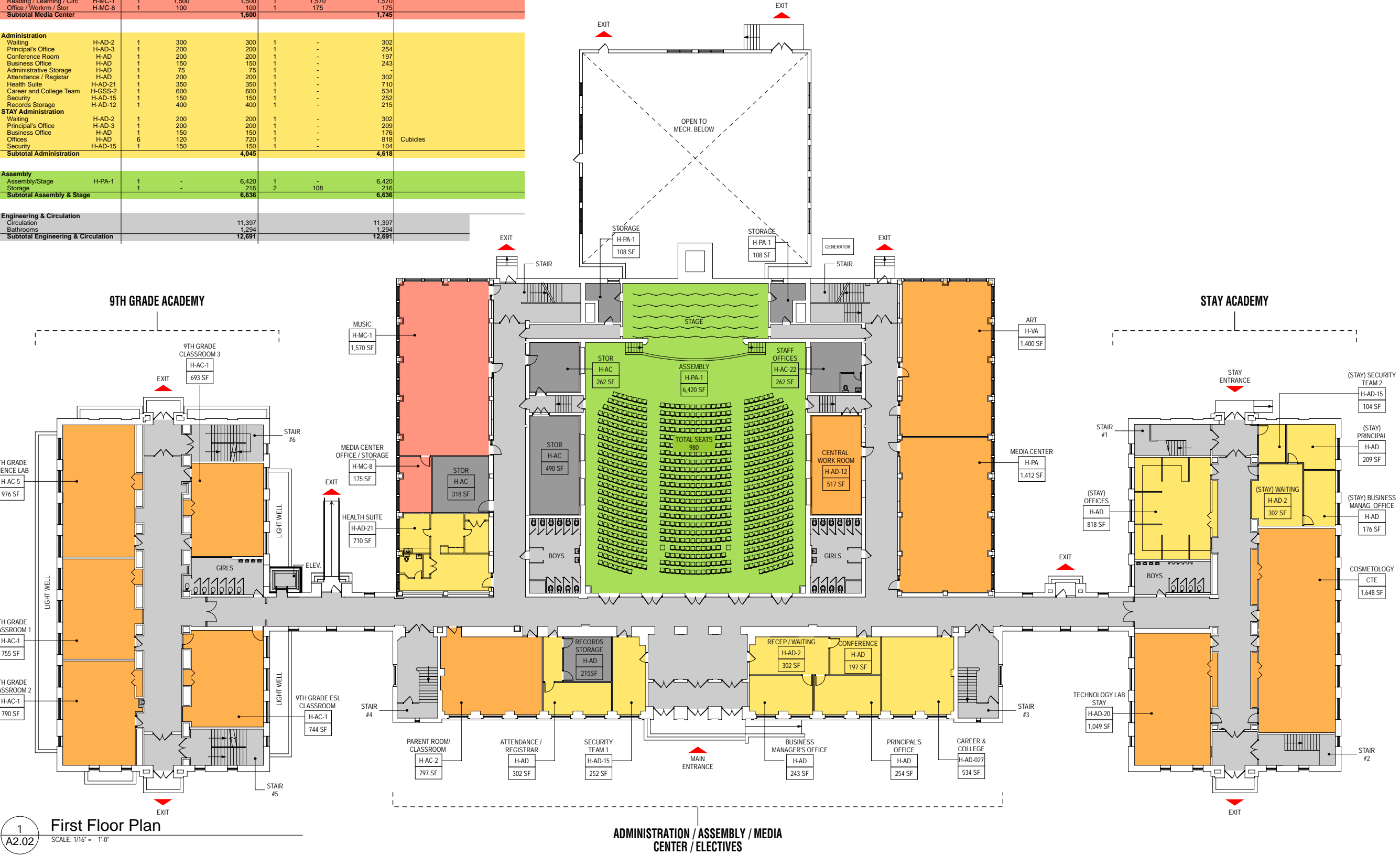
McFarland Swing Space for Roosevelt High School  
1st Floor Program Outline

cox graae + spack architects  
04.18.2013

		Required Program			1st Floor Program			
Room Name	Code	Number on Floor	Req'd Area per Room	Req'd Area Total	Number on Floor	Average Area per Room	Prov'd Area on Floor	Comments
Academic Areas								
9th Grade Academy								
Academic Classrooms	H-AC-1	3	800	2,400	3	746	2,238	
Science Lab	H-AC-5	1	1,100	1,100	1	976	976	
11th Grade Academy								
Academic Classrooms	H-AC-1	2	800	1,600	2	771	1,541	
STAY Academy								
Cosmetology	CTE	1	1,500	1,500	1	-	1,648	
Electives Central to all Grades								
Art	H-VA	1	1,200	1,200	1	-	1,400	
Music	H-PA	1	1,400	1,400	1	-	1,412	
Technology Labs	H-AD-20	1	900	900	1	-	1,049	
Storage	H-AC-16	2	800	1,600	4	333	1,332	
Central Workroom	H-AC-12	1	500	500	1	-	517	
Subtotal Academic Areas				12,200			12,113	
Media Center								
Reading / Learning / Circ	H-MC-1	1	1,500	1,500	1	1,570	1,570	
Office / Workrm / Stor	H-MC-8	1	100	100	1	175	175	
Subtotal Media Center				1,600			1,745	
Administration								
Waiting	H-AD-2	1	300	300	1	-	302	
Principal's Office	H-AD-3	1	200	200	1	-	254	
Conference Room	H-AD	1	200	200	1	-	197	
Business Office	H-AD	1	150	150	1	-	243	
Administrative Storage	H-AD	1	75	75	1	-	-	
Attendance / Registrar	H-AD	1	200	200	1	-	302	
Health Suite	H-AD-21	1	350	350	1	-	710	
Career and College Team	H-GSS-2	1	600	600	1	-	534	
Security	H-AD-15	1	150	150	1	-	252	
Records Storage	H-AD-12	1	400	400	1	-	215	
STAY Administration								
Waiting	H-AD-2	1	200	200	1	-	302	
Principal's Office	H-AD-3	1	200	200	1	-	209	
Business Office	H-AD	1	150	150	1	-	176	
Offices	H-AD	6	120	720	1	-	818	Cubicles
Security	H-AD-15	1	150	150	1	-	104	
Subtotal Administration				4,045			4,618	
Assembly								
Assembly/Stage	H-PA-1	1	-	6,420	1	-	6,420	
Storage		1	-	216	2	108	216	
Subtotal Assembly & Stage				6,636			6,636	
Engineering & Circulation								
Circulation				11,397			11,397	
Bathrooms				1,294			1,294	
Subtotal Engineering & Circulation				12,691			12,691	

EXIT

- ACADEMIC AREAS
- MEDIA CENTER
- PHYSICAL EDUCATION
- ADMINISTRATION
- DINING & FOOD SERVICES
- ASSEMBLY
- ENGINEERING & CIRCULATION



DC Public Schools acting  
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fax 301-565-2287

cox graae + spack  
architects  
2909 M Street NW  
Washington DC 20007  
202-965-7070  
fax 202-965-7144

ReStl  
structural  
1001 Connecticut Avenue, NW Suite 320  
Washington DC 20036  
202-452-1103  
fax 202-452-1133

Global Engineering  
M/P/E  
1900 M Street NW, Suite 200  
Washington DC 20036  
202-495-7746  
fax 202-495-7747

No. Date: Revision:  
4/24/13 Swing Plan Test Fit

Drawing Title:  
FIRST FLOOR PLAN

Graphic Scale:  
0 8' 16' 32'

Drawn By: Checked By:  
LR DG  
Project No: Date:  
1304.00 4/24/13  
Drawing No:

A2.02

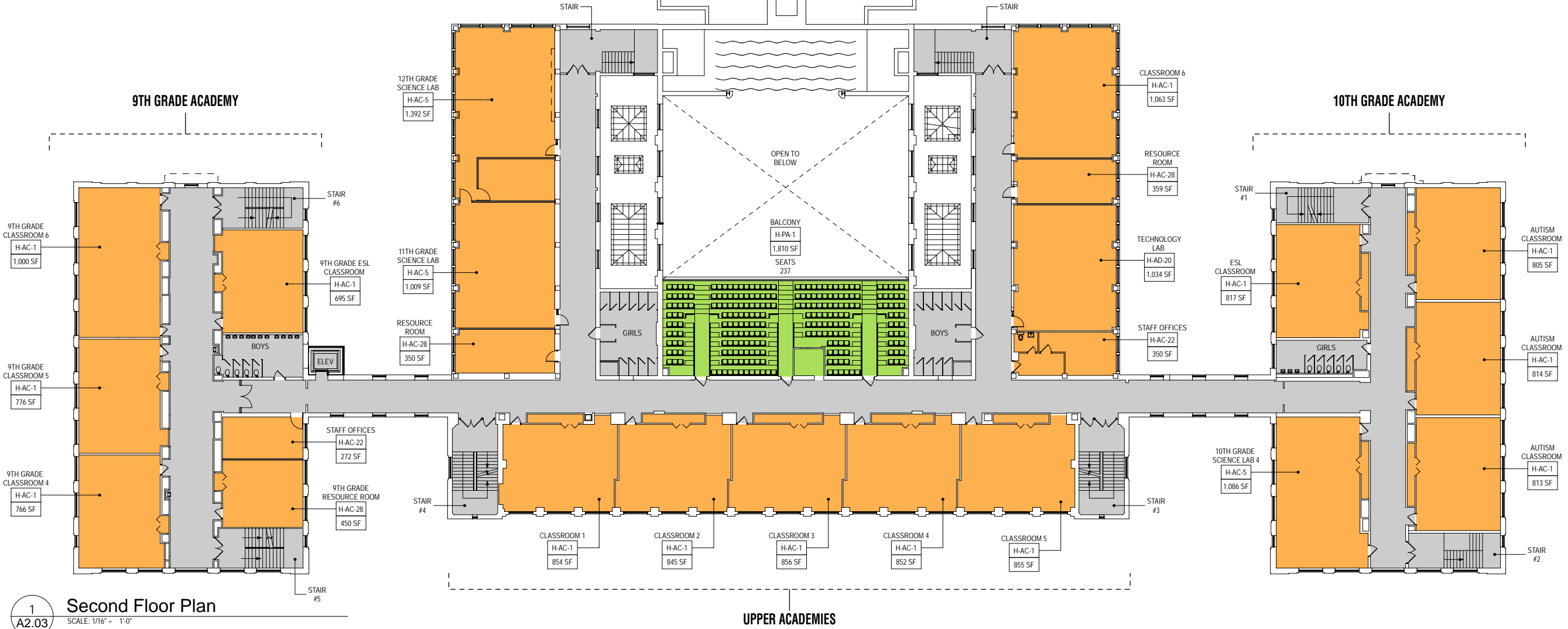
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McFarland Swing Space for Roosevelt High School  
2nd Floor Program Outline

cox graae + spack architects  
04.18.2013

Building-Wide Program					2nd Floor Program			Comments
Room Name	Code	Number on Floor	Req'd Area per Room	Req'd Area Total	Number on Floor	Average Area per Room	Prov'd Area on Floor	
Academic Area								
9th Grade Academy								
Academic Classrooms	H-AC-1	4	800	3,200	4	809	3,237	shared with 10th Grade
Alt. edu./Resource Rm.	H-AC-28	1	350	350	1	-	450	
Staff Offices	H-AC-22	1	120	120	1	-	136	
10th Grade Academy								
Academic Classrooms	H-AC-1	3	800	2,400	3	811	2,432	shared with 9th Grade
Science Lab	H-AC-5	1	1,100	1,100	1	-	1,086	
Staff Offices	H-AC-22	1	120	120	1	-	136	
11th Grade Academy								
Academic Classrooms	H-AC-1	5	800	4,000	5	852	4,262	shared with 12th Grade
Science Lab	H-AC-5	1	1,100	1,100	1	-	1,009	
Alt. edu./Resource Rm.	H-AC-28	1	350	350	1	-	350	
Staff Offices	H-AC-22	1	120	120	1	-	175	
12th Grade Academy								
Academic Classrooms	H-AC-1	2	800	1,600	2	940	1,880	Includes JROTC
Science Lab	H-AC-5	1	1,100	1,100	1	-	1,392	
Staff Offices	H-AC-22	1	120	120	1	-	175	shared with 11th Grade
JROTC Storage	H-AC	1	-	359	-	-	359	
Subtotal Academic Area				16,039			17,079	
Assembly								
Balcony	H-PA-1	1	-	1,810	1	1,810	1,810	Upper Balcony
Subtotal Assembly & Stage				1,810			1,810	
Engineering & Circulation								
Circulation				10,021			10,021	
Bathrooms				1,294			1,294	
Subtotal Engineering & Circulation				11,315			11,315	
Summary								
Subtotal Academic Area				16,039			17,079	
Subtotal Assembly				1,810			1,810	
Subtotal Engineering & Circulation				11,315			11,315	
Total				29,164			30,204	

- ACADEMIC AREAS
- MEDIA CENTER
- PHYSICAL EDUCATION
- ADMINISTRATION
- DINING & FOOD SERVICES
- ASSEMBLY
- ENGINEERING & CIRCULATION



1 Second Floor Plan  
A2.03  
SCALE: 1/16" = 1'-0"

DC Public Schools acting  
by and through Department  
of General Services (DGS)

2000 14th Street NW  
Washington, DC 20009  
202-698-7763



Roosevelt High School  
McFarland Swing Plan  
4301 13th St. NW  
Washington, DC 20011  
202-576-6130



Lance Bailey &  
Associates, Inc.  
Architecture / Interior Design  
7600 Georgia Avenue NW, Suite 308  
Washington, DC 20012  
301-565-2283  
fax 301-565-2287

cox graae + spack  
architects  
2909 M Street NW  
Washington DC 20007  
202-965-7070  
fax 202-965-7144

ReStl  
structural  
1001 Connecticut Avenue, NW Suite 320  
Washington DC 20036  
202-452-1103  
fax 202-452-1133

Global Engineering  
M / P / E  
1900 M Street NW, Suite 200  
Washington DC 20036  
202-495-7746  
fax 202-495-7747

Seal

No: \_\_\_\_\_ Date: \_\_\_\_\_ Revision: \_\_\_\_\_  
4/24/13 Swing Plan Test Fit

Drawing Title:  
SECOND FLOOR PLAN

Graphic Scale:  
0 8' 16' 32'

Drawn By: \_\_\_\_\_ Checked By: \_\_\_\_\_  
LR DG

Project No: \_\_\_\_\_ Date: \_\_\_\_\_  
1304.00 4/24/13

Drawing No: \_\_\_\_\_

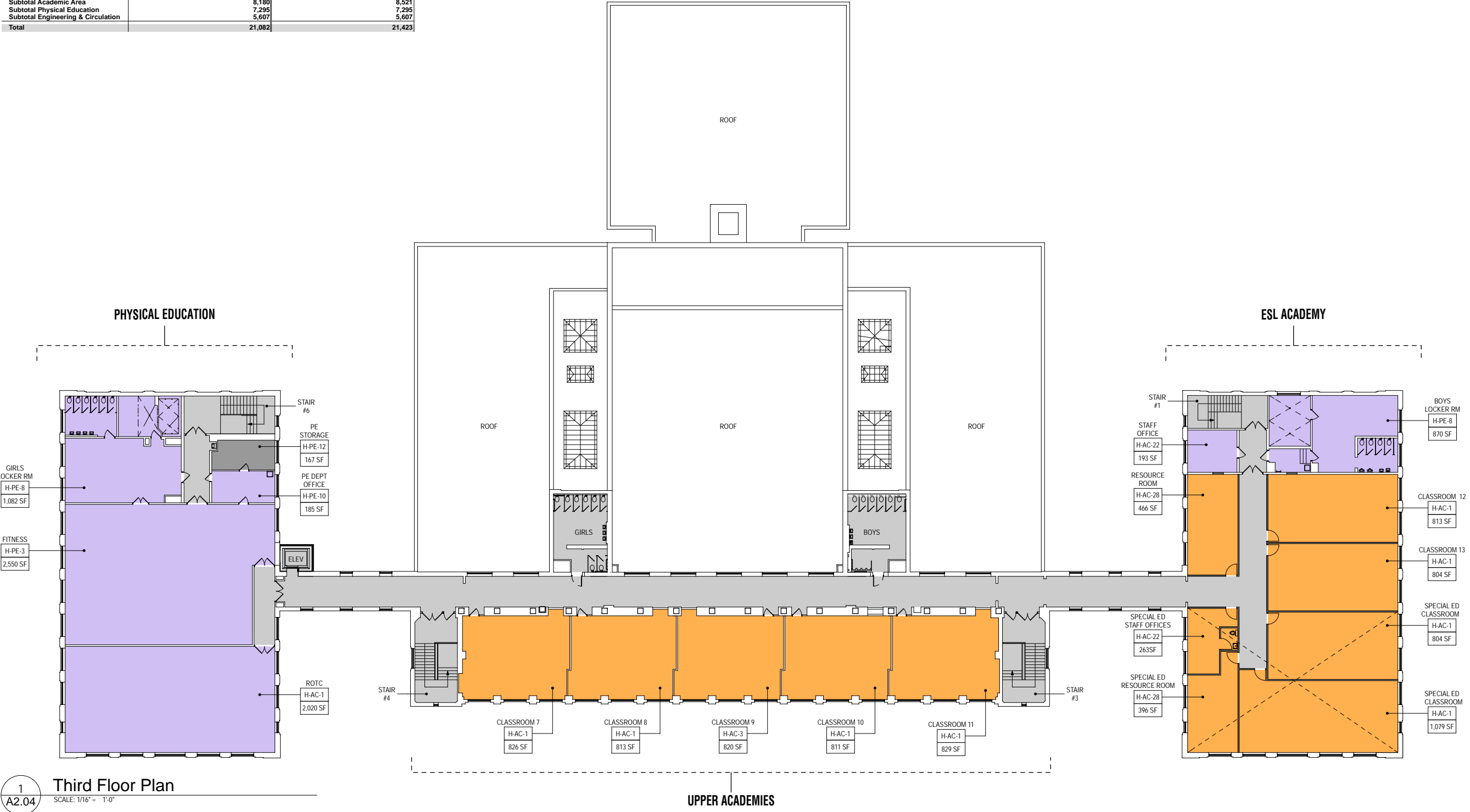
A2.03

McFarland Swing Space for Roosevelt High School  
3rd Floor Program Outline

cox graae + spack architects  
04.18.2013

		Building-Wide Program			2nd Floor Program			
Room Name	Code	Total # Req'd	Req'd Area per Room	Req'd Area Total	Number on Floor	Average Area per Room	Prov'd Area on Floor	Comments
Academic Area								
10th Grade Academy								
Alt. edu./Resource Rm.	H-AC-28	1	350	350	1	-	263	includes JROTC
12th Grade Academy								
Academic Classrooms	H-AC-1	5	800	4,000	5	820	4,099	
ESL Academy								
Academic Classrooms	H-AC-1	4	800	3,200	4	875	3,500	
Alt. edu./Resource Rm.	H-AC-28	1	350	350	1	-	396	
Staff Offices	H-AC-16	1	280	280	1	-	263	
Subtotal Academic Area				8,180			8,521	
Physical Education								
Auxiliary Gymnasium	H-PE-3	1	-	4,798	1	-	4,798	Main Gymnasium at Roosevelt to remain in use.
PE Locker Room/Showers	H-PE-8	2	976	1,952	2	976	1,952	Existing Middle School Locker Rooms
Dept. Office	H-PE-10	2	189	378	2	189	378	
Storage	H-PE-12	1	-	167	1	-	167	
Subtotal Add'l Instructional Spaces				7,295			7,295	
Engineering & Circulation								
Circulation				4,892			4,892	
Bathrooms				715			715	
Subtotal Engineering & Circulation				5,607			5,607	
Summary								
Subtotal Academic Area				8,180			8,521	
Subtotal Physical Education				7,295			7,295	
Subtotal Engineering & Circulation				5,607			5,607	
Total				21,082			21,423	

- ACADEMIC AREAS
- MEDIA CENTER
- PHYSICAL EDUCATION
- ADMINISTRATION
- DINING & FOOD SERVICES
- ASSEMBLY
- ENGINEERING & CIRCULATION



1 Third Floor Plan  
A2.04  
SCALE: 1/16" = 1'-0"

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202-698-7763



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McFarland Swing Plan  
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Washington DC 20036  
202-495-7746  
fax 202-495-7747

Seal

No:	Date:	Revision:
	4/24/13	Swing Plan Test Fit

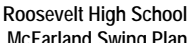
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THIRD FLOOR PLAN

Graphic Scale:  
0 8' 16' 32'

Drawn By:	Checked By:
LR	DG
Project No:	Date:
1304.00	4/24/13

Drawing No:

A2.04



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fax 202-495-7747

Seal

No:      Date:      Revision:

4/24/13 Swing Plan Test Fit

Drawing Title:

## Program

Graphic Scale:

Drawn By: \_\_\_\_\_ Checked By: \_\_\_\_\_

LR DG

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Project No: \_\_\_\_\_ Date: \_\_\_\_\_

1304.00 4/24/13

A2.05

### Academic Area Space Requirements

Space	Design Guideline			Comments
	Qty.	S.F.	Total	
Academic Classrooms	28	800	22,400	Includes Sped, ESL, ROTC, Parent room; ROTC needs storage closet for uniforms and 'guns'.
Science Lab	4	1100-1300	4,400	
Art	1	1200	1,200	
Music	1	1,000-1400	1,400	
Technology Labs	2	900	1,800	1- Business 2- Stay
Alternative education classroom/Resource Rms	3	300-400	1,000	
<b>Support Suite</b>				
Staff Offices	6-8	120-150	720	Academic team and special ed. team (can be 2 rms w/cubicles)
Storage			800	
Book Storage			800	Could be off site
Central workroom	1	500	500	
<b>Total</b>			<b>35,220</b>	

Space	Design Guideline			Comments
	Qty.	S.F.	Total	
Reading, Learning, Circulation	1	1,000-2,000	1,500	Seating for 40 even if we have to take out some of the shelving
Locked Equipment Storage	1	100	100	

Space				Comments
	Qty.	S.F.	Total	
Gymnasium	2			SF as is
PE Locker Room/Showers	2	1,400	2,800	Male and female
Dept. Office	2	150	300	
Storage	2-4	varies		

Space	Qty.	S.F.	Total	Comments
Waiting Area/Reception	1	300	300	Counter, 2 desks, mail boxes, PA
Principal's Office	1	200	200	
Conference Room	1	200	200	
Business Managers Office/vault	1	150	150	(Transformation Coord.?)
Administrative Supply Storage	1	75	75	
Attendance Office/Registrar	1	200	200	
Health Suite	1	350	350	With bathroom
Career and College Team	1	600	600	May be one room w/4 cubicles
Security Teams	2	150	300	
Records Storage	1	400	400	May be off-site
Staff Break Room		400	400	
<b>Total</b>			<b>3175</b>	

Space	Qty.	S.F.	Total	Comments
Waiting Area/Reception	1	200	200	Receptionist, storage
Principal's Office	1	200	200	
Business Managers Office/vault	1	150	150	
Offices	6	120	750	Cubicles
<b>Total</b>			<b>1300</b>	

Space	Qty.	S.F.	Total	Comments
Cosmetology	1	1500	1500	Needs plumbing for hair washing sinks
Culinary Arts	1	?	?	Needs to serve at least 15 students in a safe setting that allows hands-on cooking;

### Custodial areas

Comments: Currently the 1960 building houses the media center, cosmetology, culinary arts, a computer lab, and many unused spaces (2-4 classrooms and dozens of office spaces).

## cox graae + spack architects

Room Name	Code	Required Program			Provided Program			Comments
		Number Required	Req'd Area per Room	Req'd Area Total	Number Provided	Average Area per Room	Provid'd Area Total	
<b>Academic Areas</b>								
<b>9th Grade Academy</b>								
Academic Classrooms	H-AC-1	7	800	5,600	7	779	5,451	
Science Lab	H-AC-5	1	1,100	1,100	1	-	1,000	
Alt. edu./Resource Rm.	H-AC-28	1	350	350	1	-	450	
Staff Offices	H-AC-22	1	120	120	1	-	136	shared with 10th Grade
<b>Subtotal 9th Grade</b>				<b>7,170</b>			<b>7,037</b>	
<b>10th Grade Academy</b>								
Academic Classrooms	H-AC-1	3	800	2,400	3	811	2,432	
Science Lab	H-AC-5	1	1,100	1,100	1	-	1,086	
Alt. edu./Resource Rm.	H-AC-28	1	350	350	1	-	466	
Staff Offices	H-AC-22	1	120	120	1	-	136	shared with 9th Grade
<b>Subtotal 10th Grade</b>				<b>3,970</b>			<b>4,120</b>	
<b>11th Grade Academy</b>								
Academic Classrooms	H-AC-1	7	800	5,600	7	829	5,803	
Science Lab	H-AC-5	1	1,100	1,100	1	-	1,009	
Alt. edu./Resource Rm.	H-AC-28	1	350	350	1	-	350	
Staff Offices	H-AC-22	1	120	120	1	-	175	shared with 12th Grade
<b>Subtotal 11th Grade</b>				<b>7,170</b>			<b>7,337</b>	
<b>12th Grade Academy</b>								
Academic Classrooms	H-AC-1	7	800	5,600	7	854	5,979	includes JROTC
Science Lab	H-AC-5	1	1,100	1,100	1	-	1,392	
Staff Offices	H-AC-22	1	120	120	1	-	175	shared with 11th Grade
JROTC Storage	H-AC	1	-	359	1	-	359	
<b>Subtotal 12th Grade</b>				<b>7,179</b>			<b>7,905</b>	
<b>ESL Academy</b>								
Academic Classrooms	H-AC-1	4	800	3,200	4	875	3,500	
Alt. edu./Resource Rm.	H-AC-28	1	350	350	1	-	396	
Staff Offices	H-AC-16	1	280	280	1	-	263	
<b>Subtotal ESL</b>				<b>3,830</b>			<b>4,159</b>	
<b>STAY Academy</b>								
Cosmetology	CTE	1	1,500	1,500	1	-	1,648	
Culinary Arts	CTE	1	?	?	1	-	?	Culinary Arts to remain in existing Roosevelt space.
<b>Subtotal Stay</b>				<b>1,500</b>			<b>1,648</b>	
<b>Electives Central to all Grades</b>								
Art	H-VA	1	1,200	1,200	1	-	1,400	
Music	H-PA	1	1,400	1,400	1	-	1,412	
Technology Labs	H-AD-20	2	900	1,800	2	1,042	2,083	
Storage	H-AC-16	2	800	1,600	4	333	1,332	May be off-site
Central Workroom	H-AC-12	1	500	500	1	-	517	
<b>Subtotal Electives</b>				<b>6,500</b>			<b>6,744</b>	
<b>Media Center</b>								
Reading / Learning / Circ	H-MC-1	1	1,500	1,500	1	1,570	1,570	
Office / Workrm / Stor	H-MC-8	1	100	100	1	175	175	
<b>Subtotal Media Center</b>				<b>1,600</b>			<b>1,745</b>	
<b>Physical Education</b>								
Auxiliary Gymnasium	H-PE-3	1	-	4,798	1	-	4,798	Main Gymnasium at Roosevelt to remain in use.
PE Locker Room/Showers	H-PE-8	2	976	1,952	2	976	1,952	Existing Middle School Locker Rooms
Dept. Office	H-PE-10	2	189	378	2	189	378	
Storage	H-PE-12	1	-	167	1	-	167	
<b>Subtotal Add'l Instructional Spaces</b>				<b>7,295</b>			<b>7,295</b>	
<b>Administration</b>								
Waiting	H-AD-2	1	300	300	1	-	302	
Principal's Office	H-AD-3	1	200	200	1	-	254	
Conference Room	H-AD	1	200	200	1	-	197	
Business Office	H-AD	1	150	150	1	-	243	
Administrative Storage	H-AD	1	75	75	1	-	-	
Attendance / Registrar	H-AD	1	200	200	1	-	302	
Health Suite	H-AD-21	1	350	350	1	-	710	
Career and College Team	H-GSS-2	1	600	600	1	-	534	
Security	H-AD-15	1	150	150	1	-	252	
Records Storage	H-AD-12	1	400	400	1	-	215	May be off-site
Staff Break Room		1	400	400	1	-	680	
<b>Subtotal Administration</b>				<b>3,025</b>			<b>3,689</b>	
<								

**NOTE: The Roosevelt High School Swing Program Outline above has been developed to provide greater clarity and indicate categories of program elements and adjacencies. It is based on the RHS swing program provided by DHS.**



# Attachment B



# MACFARLAND: MARIE REED SCHOOL YEAR 2016-2017

VICINITY MAP



SITE MAP



dcps.dc.gov



dgs.dc.gov

Architect  
**QUINN EVANS ARCHITECTS**  
2121 Ward Place, NW, 4th floor  
Washington, DC 20037  
202.298.6700  
quinnevents.com

DRAWING INDEX	
GENERAL	
001	TITLE SHEET
100	CODE NOTES
101	OCCUPANCY DIAGRAMS
102	EGRESS PLANS
ARCHITECTURE	
A-100	BASEMENT PLAN
A-101	LEVEL 1 PLAN
A-102	LEVEL 2 PLAN
A-103	LEVEL 3 PLAN
ARCHITECTURE SITE	
AS-001	FENCING PROPOSAL
AS-002	SITE DETAILS
Grand total: 10	



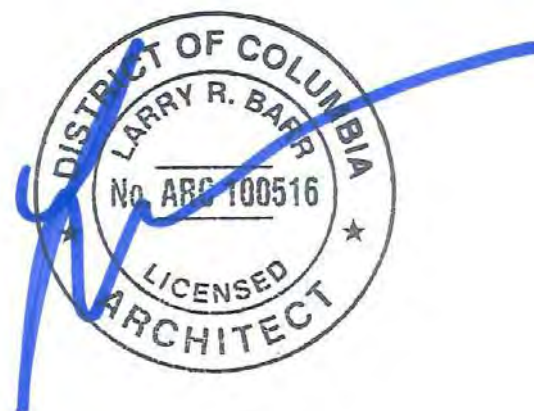
2121 WARD PLACE, NW  
FOURTH FLOOR  
WASHINGTON, DC 20007  
v 202 298 6700  
f 202 298 6666  
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## MACFARLAND: MARIE REED SCHOOL YEAR 2016-2017

4400 IOWA AVE. NW  
WASHINGTON D.C.  
20011

QEA # 31503000

## TITLE SHEET



PERMIT 06/06/16		
REVISIONS		
NO.	DESCRIPTION	DATE

001



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PROJECT LOCATION

ADDRESS: 4400 Iowa Ave, NW, Washington, DC 20011

PROJECT NAME

MacFarland: Marie Reed School Year 2016-2017

ZONING NOTES

Zone District: R-4

Square: 2915  
Lot: 0802  
Owner: District of Columbia

PROJECT DESCRIPTION

The McFarland Middle School is an existing 110,000 sf bearing masonry structure that has served DC Students continuously since being constructed circa 1923. This set of drawings documents minor alterations to the building and site for temporary use as an elementary school during the coming 2016-2017 School year.

Briefly stated, this Project includes the following minor work:

1) Removal of select non bearing partitions to create larger combined spaces needed to support the elementary school program: i.e. media center and arts teaching rooms.  
2) Installation of new non bearing partitions to create smaller spaces needed to support the elementary school program: i.e. offices.  
3) Installation of new hallway partitions designed to separate the Elementary School program from the adjacent 6th Grade MacFarland program.  
4) Site improvements needed to support the elementary school program.

Plans for more major modernization are underway, with work scheduled to begin in late 2017.

APPLICABLE CODES

The project is designed in accordance with the District of Columbia Construction Codes Supplement (DCCC) of 2013 which adapts and amends the International Code Council (ICC) Model Codes and Standards, 2012 editions. Including but not limited to the following:

**BUILDING:** 2012 ICC International Building Code (IBC) & DCMR12A - 2013 Building Code Supplement Building; 2012 ICC International Existing Building Code & DCMR12J-2013 Existing Building Code Supplement; 2012 ICC International Existing Building Code, Chapter 12 Historic Buildings.

**MECHANICAL:** 2012 ICC International Mechanical Code (IMC) & DCMR12E-2013 Mechanical Code Supplement

**PLUMBING:** 2012 ICC International Plumbing Code (IPC) & DCMR12F-2013 Plumbing Code Supplement

**ELECTRICAL:** 2012 ICC International Electrical Code NFPA NEC 2011 & DCMR12C-2013 Electric Code Supplement.

**FIRE:** 2012 ICC International Fire Code (IFC) & DCMR12H-2013 Fire Code Supplement

**ENERGY:** 2012 ICC International Energy Conservation Code (IECC) & DCMR12I-2013 Energy Conservation Code Supplement

**FUEL GAS:** 2012 ICC International Fuel Gas Code (IFUGC) & DCMR12D-2013 Fuel Gas Code Supplement

**PROPERTY:** 2012 ICC International Property Management Code (IMPC) & DCMR12G-2013 Property Management Code Supplement

Other Guidelines, Codes, Regulations and Local Utility Requirements:  
- National Fire Protection Association (NFPA) National Electrical Code 2011  
- Title 12 of the District of Columbia Municipal Regulations (DCMR)  
- Historic Preservation Review Board  
- DC Green Building Act 2013  
- DCWASA (District of Columbia Water and Sewer Authority)  
- ASHRAE 90.1

Federal Government Legislation, Regulations, Standards and Guidelines:  
- ADA Accessibility Guidelines for Buildings and Facilities (ADAAG 2010)  
- ANSI A117.1 2009  
- Uniform Federal Accessibility Standards (UFAS)  
- Occupational Safety and Health Administration (OSHA)

The authority having jurisdiction (AHJ) for this project is the District of Columbia.

CONSTRUCTION TYPE

The construction type and structural system is summarized as follows:

The existing building is constructed of poured concrete columns and beams with a two-way concrete floor system. The structure also includes a few steel columns at large window openings. The non-loading bearing interior walls consist of either plaster/gypsum wall board construction or concrete masonry units. When analyzed with the allowable building height and building area requirements per IBC 2012, the building complies with **Type IIA** construction.

Per IBC 2012, IBC 602 and Tables 601 and 602, the following fire resistance rating shall be provided:

Building Element	Type IIA
Structural Frame	1 Hour
Bearing Walls - Exterior	1 Hour
Non-Bearing Walls & Partitions - Exterior	See Below
X < 5ft	1 Hour (N/A)
5ft ≤ X < 10ft	1 Hour (N/A)
10ft ≤ X <30ft	1 Hour (N/A)
X ≥ 30ft	0 Hour (All facades)
Bearing Walls - Interior	0 Hour
Non-Bearing Walls & Partitions - Interior	0 Hours
Floor Construction	1 Hours
Roof Construction	1 Hours
Elevator Shafts	2 Hours (4 Stories or more)
Elevator Machine Rm	2 Hours (1 Hour)
Stair Enclosures	2 Hours (4 Stories or more)
Corridors	1 Hours

EDUCATIONAL OCCUPANCY

During the 2016-2017 School Year, the McFarland School shall be occupied by 2 distinct school groups follows:

1) The Central Building and the South Wing shall serve the Marie Reed Pre-Kindergarten through 5th Grade elementary school program.

2) The North Wind shall serve the 6th Grade MacFarland School program.

Fire separation between these occupant groups is not required. However, control doors shall be added to control shared use by the 2 school populations.

EGRESS

As proposed, egress from the existing building continues to comply with the currently applicable Building Codes.

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MACFARLAND:  
MARIE REED  
SCHOOL  
YEAR  
2016-2017

4400 IOWA AVE. NW  
WASHINGTON D.C.  
20011

QEA # 31503000

CODE NOTES



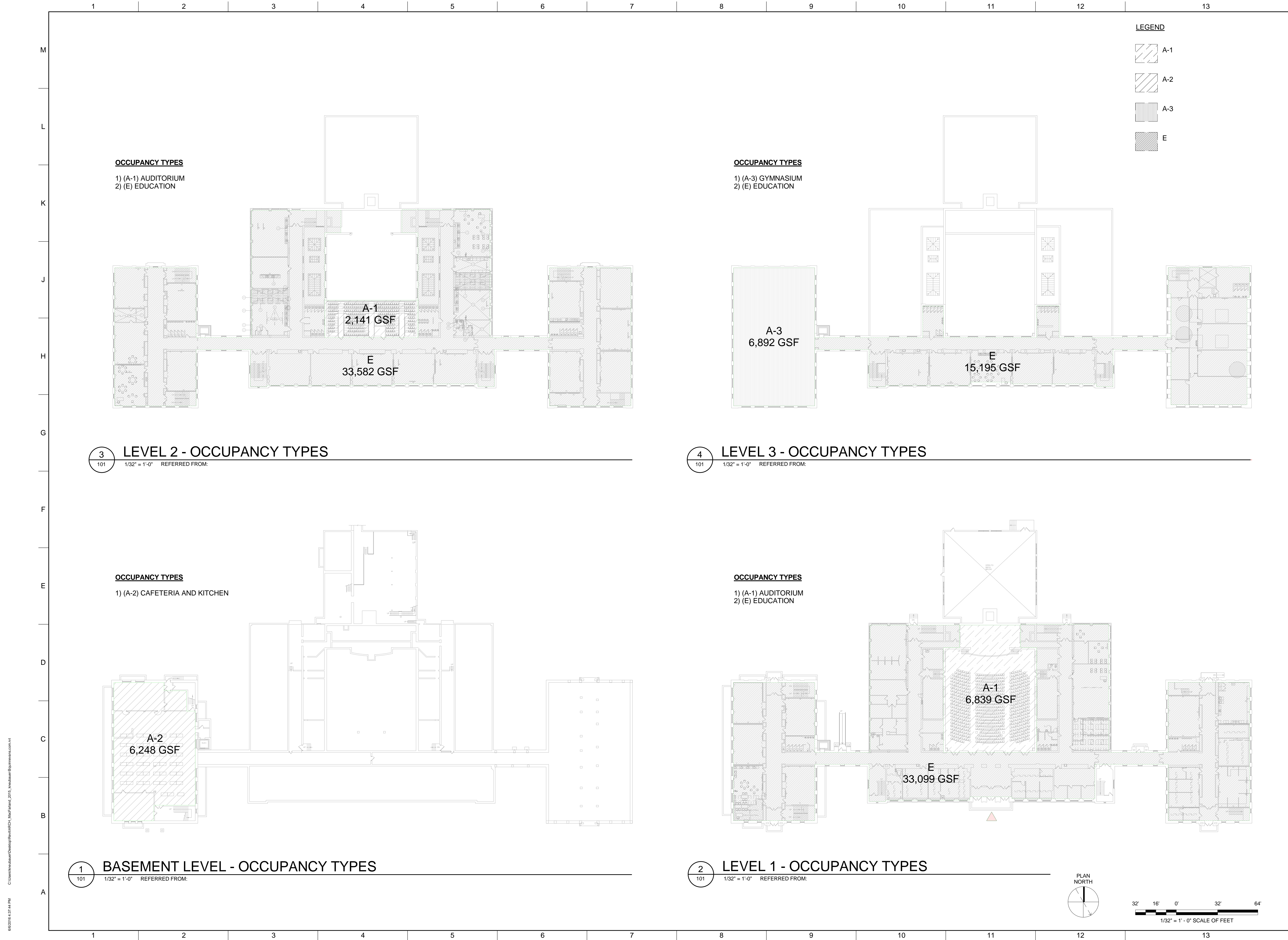
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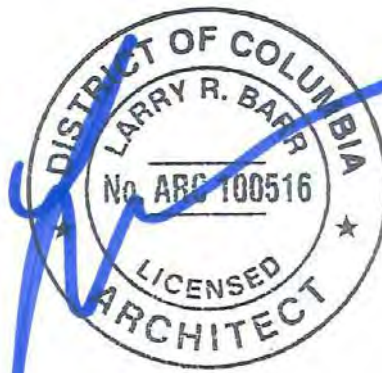


MACFARLAND:  
MARIE REED  
SCHOOL  
YEAR  
2016-2017

4400 IOWA AVE. NW  
WASHINGTON D.C.  
20011

QEA # 31503000

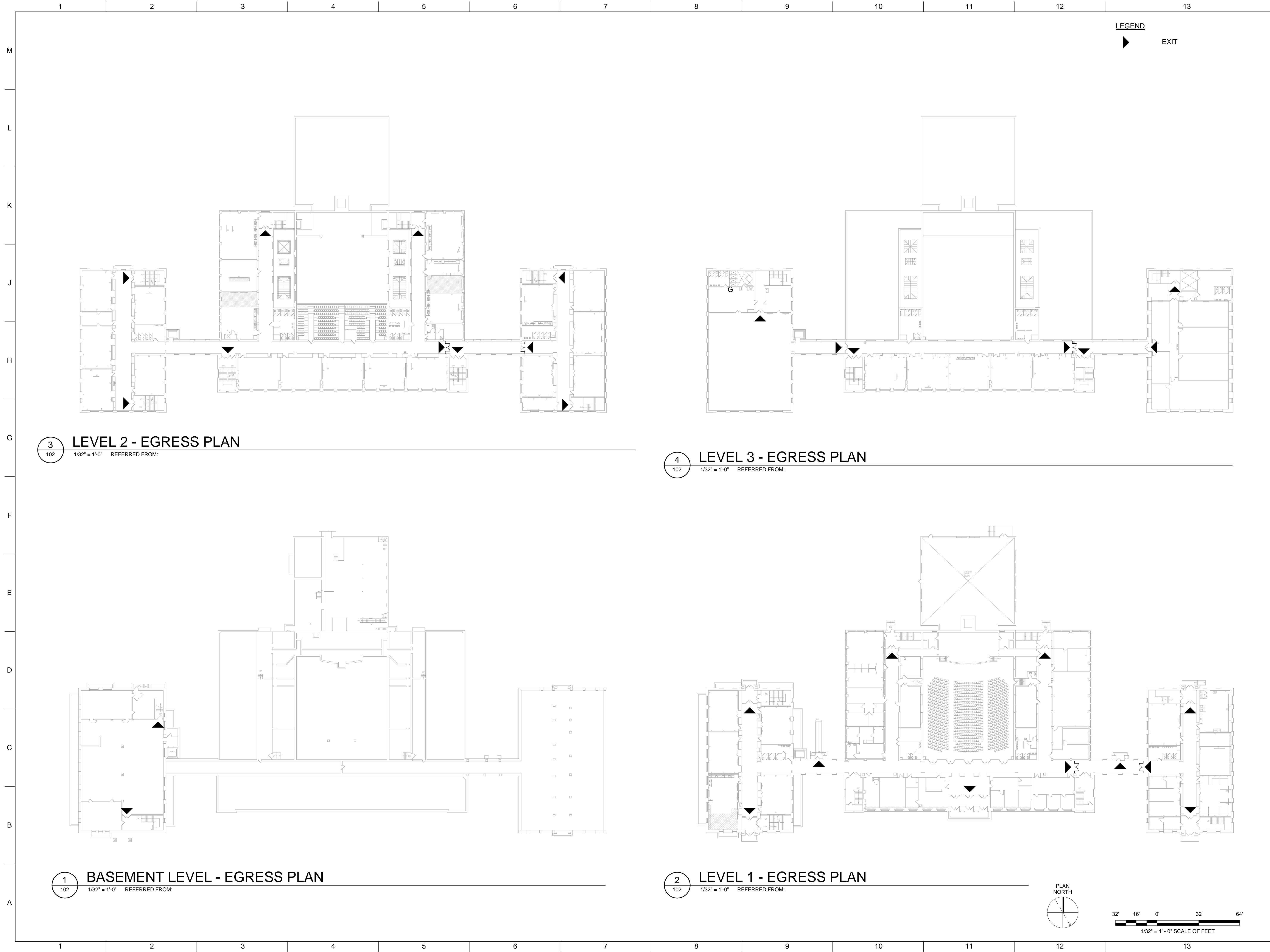
OCCUPANCY  
DIAGRAMS



PERMIT  
06/06/16

REVISIONS

NO.	DESCRIPTION	DATE



LEGEND  
▶ EXIT



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MACFARLAND:  
MARIE REED  
SCHOOL  
YEAR  
2016-2017

4400 IOWA AVE. NW  
WASHINGTON D.C.  
20011

QEA # 31503000

EGRESS  
PLANS



PERMIT  
06/06/16

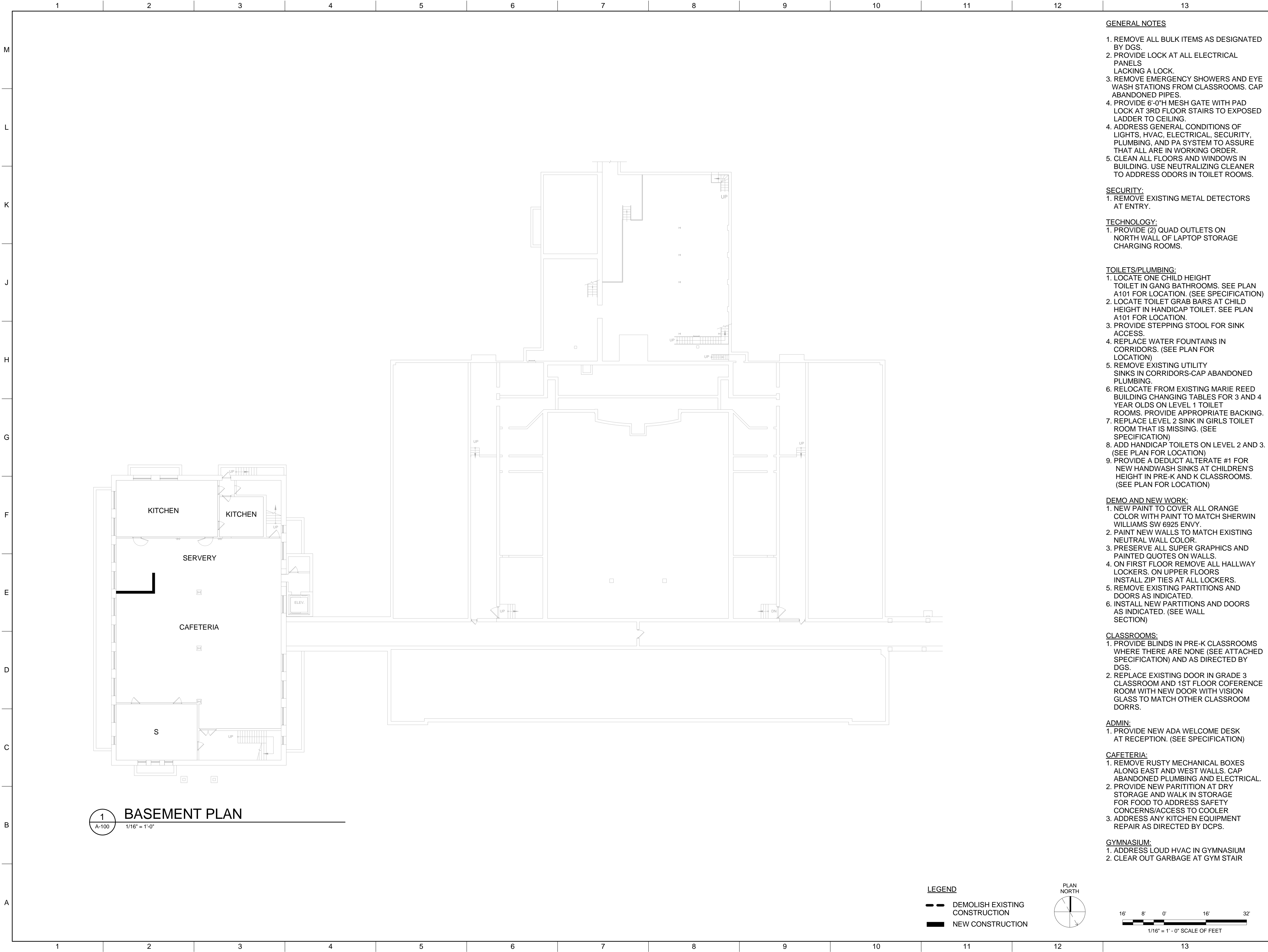
REVISIONS

NO.	DESCRIPTION	DATE

102



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GENERAL NOTES

1. REMOVE ALL BULK ITEMS AS DESIGNATED BY DGS.
2. PROVIDE LOCK AT ALL ELECTRICAL PANELS LACKING A LOCK.
3. REMOVE EMERGENCY SHOWERS AND EYE WASH STATIONS FROM CLASSROOMS. CAP ABANDONED PIPES.
4. PROVIDE 6'-0"H MESH GATE WITH PAD LOCK AT 3RD FLOOR STAIRS TO EXPOSED LADDER TO CEILING.
4. ADDRESS GENERAL CONDITIONS OF LIGHTS, HVAC, ELECTRICAL, SECURITY, PLUMBING, AND PA SYSTEM TO ASSURE THAT ALL ARE IN WORKING ORDER.
5. CLEAN ALL FLOORS AND WINDOWS IN BUILDING. USE NEUTRALIZING CLEANER TO ADDRESS ODORS IN TOILET ROOMS.

SECURITY:

1. REMOVE EXISTING METAL DETECTORS AT ENTRY.

TECHNOLOGY:

1. PROVIDE (2) QUAD OUTLETS ON NORTH WALL OF LAPTOP STORAGE CHARGING ROOMS.

TOILETS/PLUMBING:

1. LOCATE ONE CHILD HEIGHT TOILET IN GANG BATHROOMS. SEE PLAN A101 FOR LOCATION. (SEE SPECIFICATION)
2. LOCATE TOILET GRAB BARS AT CHILD HEIGHT IN HANDICAP TOILET. SEE PLAN A101 FOR LOCATION.
3. PROVIDE STEPPING STOOL FOR SINK ACCESS.
4. REPLACE WATER FOUNTAINS IN CORRIDORS. (SEE PLAN FOR LOCATION)
5. REMOVE EXISTING UTILITY SINKS IN CORRIDORS-CAP ABANDONED PLUMBING.
6. RELOCATE FROM EXISTING MARIE REED BUILDING CHANGING TABLES FOR 3 AND 4 YEAR OLDS ON LEVEL 1 TOILET ROOMS. PROVIDE APPROPRIATE BACKING.
7. REPLACE LEVEL 2 SINK IN GIRLS TOILET ROOM THAT IS MISSING. (SEE SPECIFICATION)
8. ADD HANDICAP TOILETS ON LEVEL 2 AND 3. (SEE PLAN FOR LOCATION)
9. PROVIDE A DEDUCT ALTERATE #1 FOR NEW HANDWASH SINKS AT CHILDREN'S HEIGHT IN PRE-K AND K CLASSROOMS. (SEE PLAN FOR LOCATION)

DEMO AND NEW WORK:

1. NEW PAINT TO COVER ALL ORANGE COLOR WITH PAINT TO MATCH SHERWIN WILLIAMS SW 6925 ENVY.
2. PAINT NEW WALLS TO MATCH EXISTING NEUTRAL WALL COLOR.
3. PRESERVE ALL SUPER GRAPHICS AND PAINTED QUOTES ON WALLS.
4. ON FIRST FLOOR REMOVE ALL HALLWAY LOCKERS. ON UPPER FLOORS INSTALL ZIP TIES AT ALL LOCKERS.
5. REMOVE EXISTING PARTITIONS AND DOORS AS INDICATED.
6. INSTALL NEW PARTITIONS AND DOORS AS INDICATED. (SEE WALL SECTION)

CLASSROOMS:

1. PROVIDE BLINDS IN PRE-K CLASSROOMS WHERE THERE ARE NONE (SEE ATTACHED SPECIFICATION) AND AS DIRECTED BY DGS.
2. REPLACE EXISTING DOOR IN GRADE 3 CLASSROOM AND 1ST FLOOR COFERENCE ROOM WITH NEW DOOR WITH VISION GLASS TO MATCH OTHER CLASSROOM DORRS.

ADMIN:

1. PROVIDE NEW ADA WELCOME DESK AT RECEPTION. (SEE SPECIFICATION)

CAFETERIA:

1. REMOVE RUSTY MECHANICAL BOXES ALONG EAST AND WEST WALLS. CAP ABANDONED PLUMBING AND ELECTRICAL.
2. PROVIDE NEW PARTITION AT DRY STORAGE AND WALK IN STORAGE FOR FOOD TO ADDRESS SAFETY CONCERNS/ACCESS TO COOLER
3. ADDRESS ANY KITCHEN EQUIPMENT REPAIR AS DIRECTED BY DCPS.

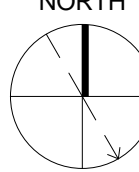
GYMNASIUM:

1. ADDRESS LOUD HVAC IN GYMNASIUM
2. CLEAR OUT GARBAGE AT GYM STAIR

LEGEND

- - - DEMOLISH EXISTING CONSTRUCTION
- NEW CONSTRUCTION

PLAN NORTH



16' 8' 0' 16' 32'  
1/16" = 1' - 0" SCALE OF FEET



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MACFARLAND:  
MARIE REED  
SCHOOL  
YEAR  
2016-2017

4400 IOWA AVE. NW  
WASHINGTON D.C.  
20011

QEA # 31503000

BASEMENT  
PLAN



PERMIT

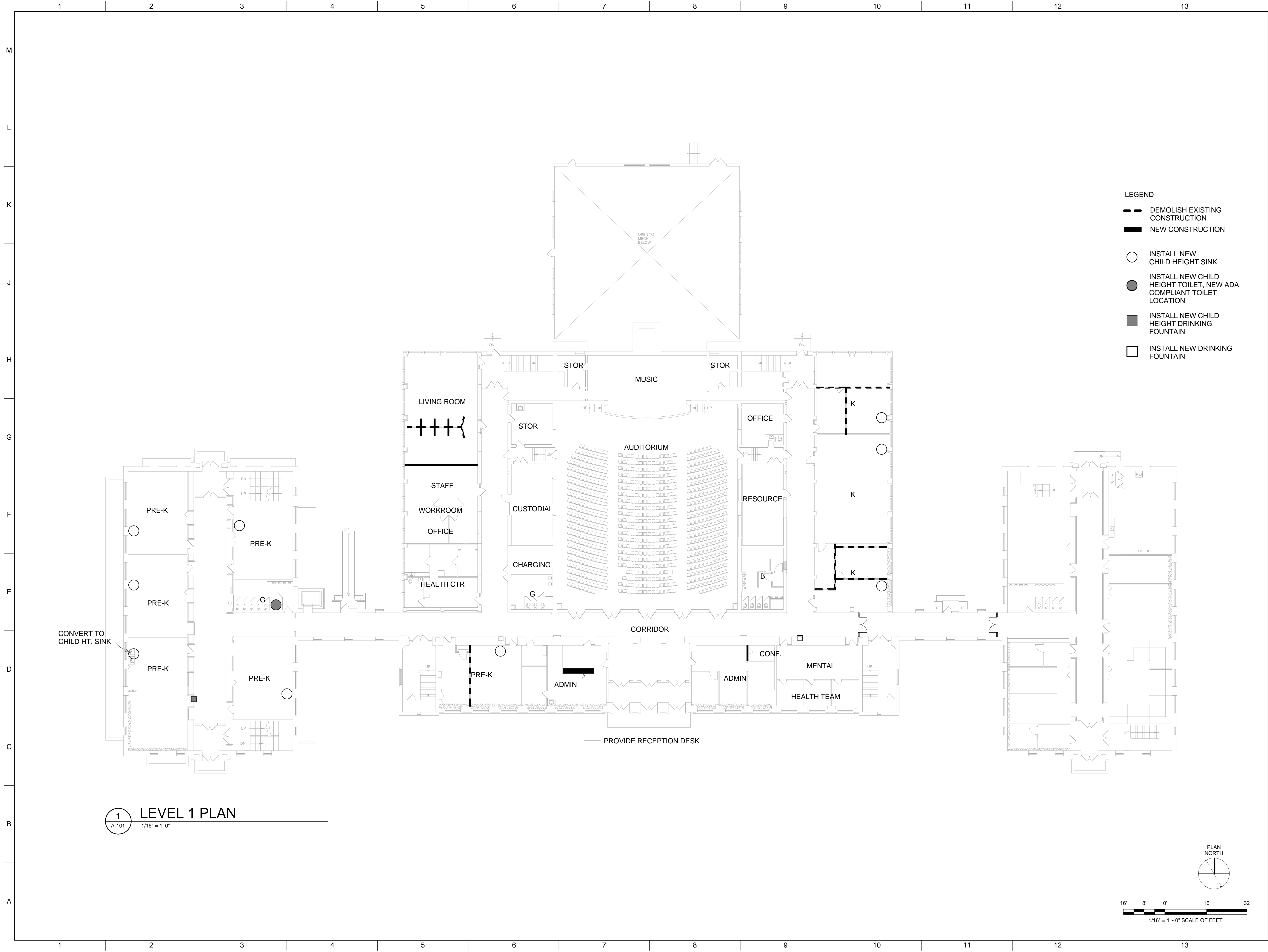
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REVISIONS

NO.	DESCRIPTION	DATE

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**MACFARLAND:  
MARIE REED  
SCHOOL  
YEAR  
2016-2017**  
4400 IOWA AVE. NW  
WASHINGTON D.C.  
20011

QEA # 31503000

**LEVEL 1  
PLAN**

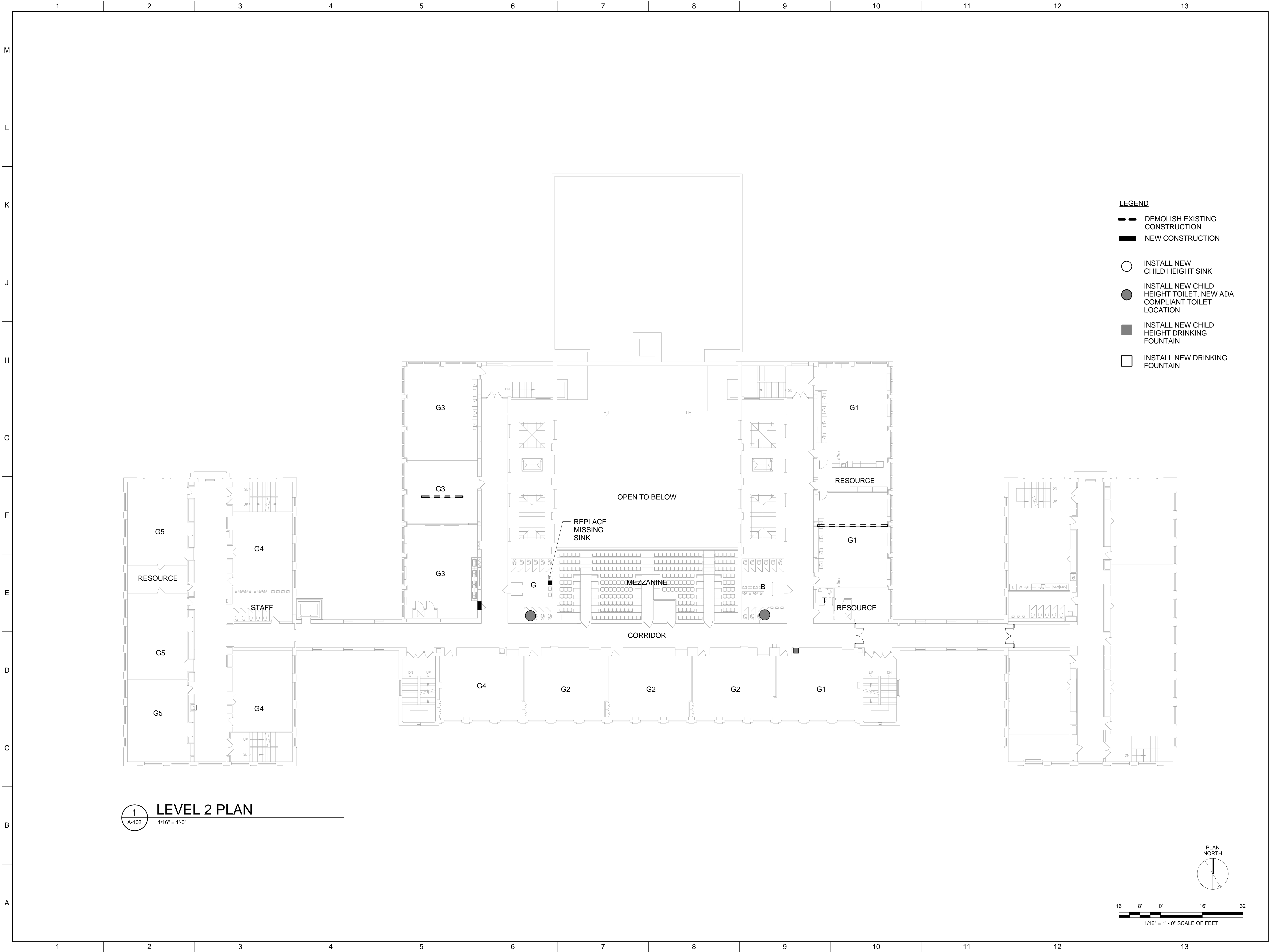


PERMIT  
06/06/16

REVISIONS		
NO.	DESCRIPTION	DATE



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**MACFARLAND:  
MARIE REED  
SCHOOL  
YEAR  
2016-2017**

4400 IOWA AVE. NW  
WASHINGTON D.C.  
20011

QEA # 31503000

**LEVEL 2  
PLAN**



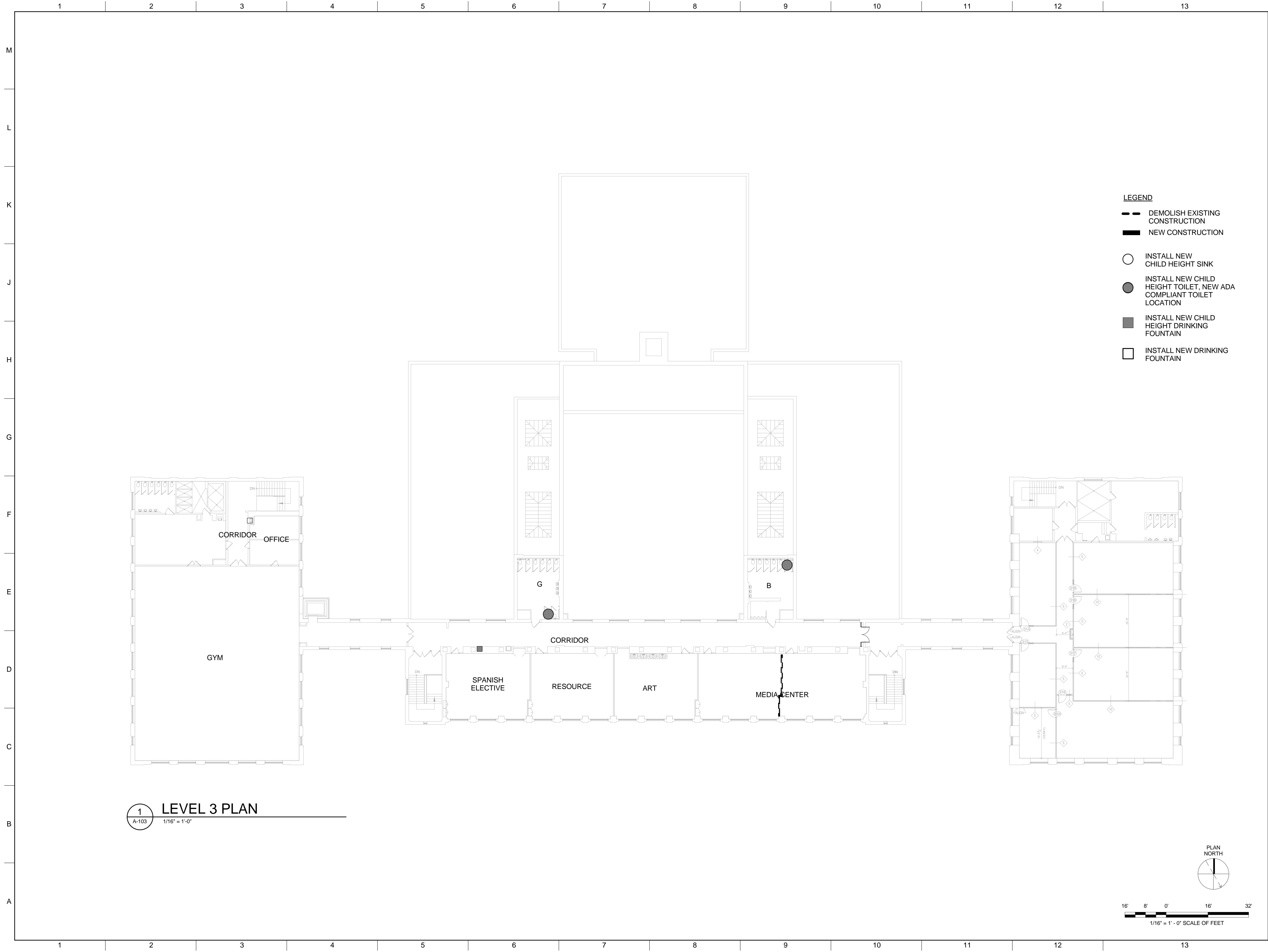
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**REVISIONS**

NO.	DESCRIPTION	DATE

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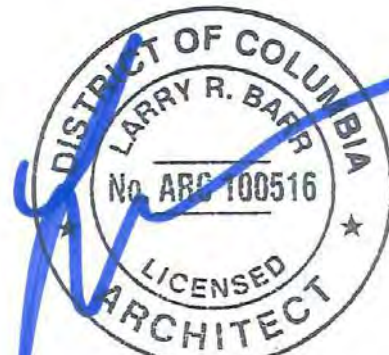
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MACFARLAND:  
MARIE REED  
SCHOOL  
YEAR  
2016-2017

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WASHINGTON D.C.  
20011

QEA # 31503000

LEVEL 3  
PLAN

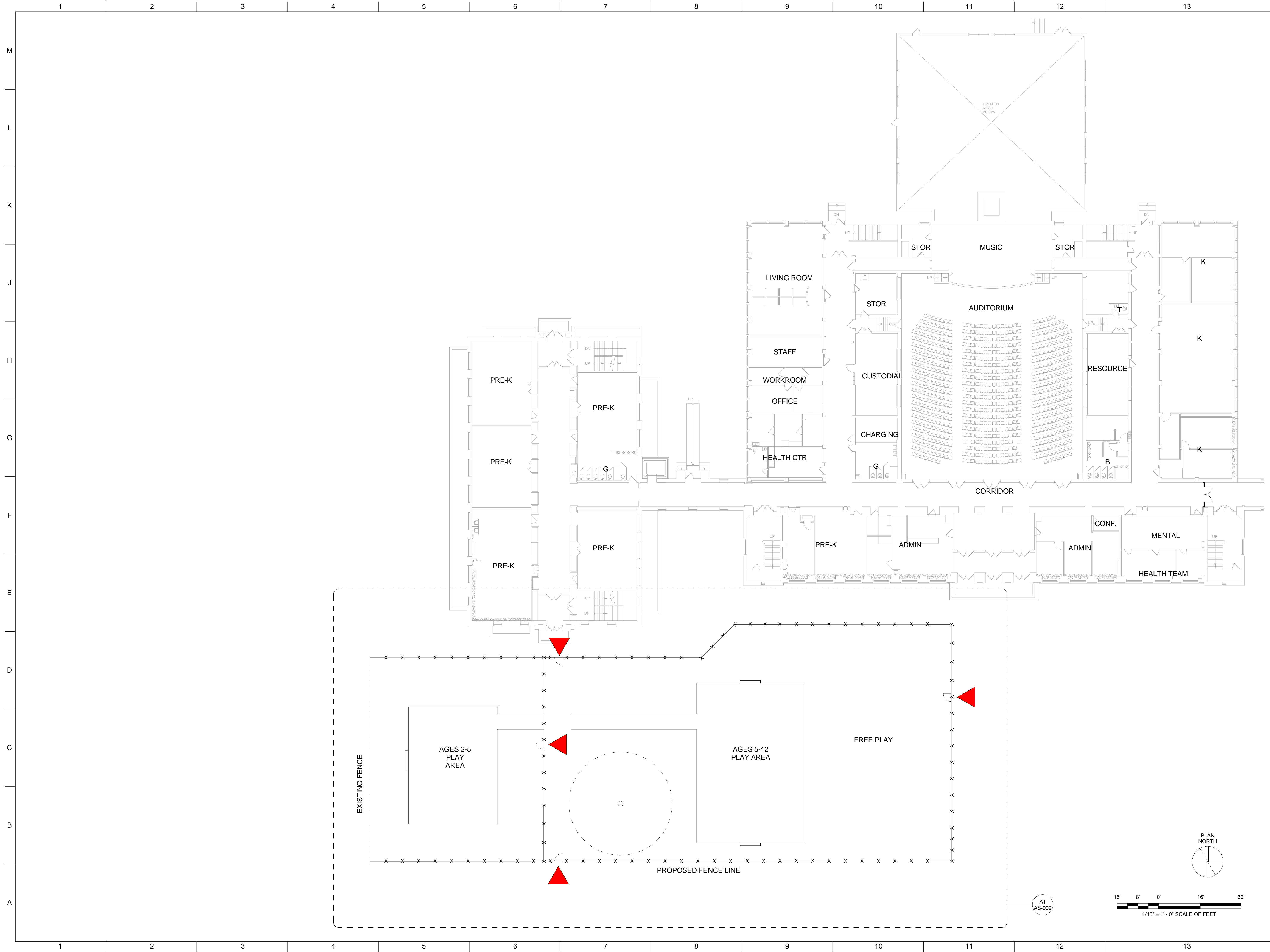


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REVISIONS

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A-103



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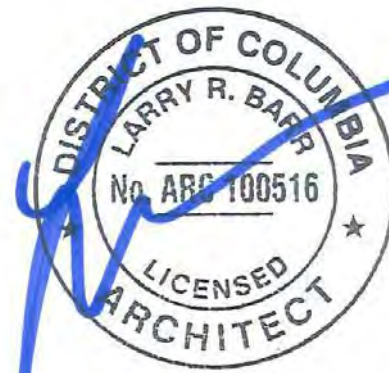
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**MACFARLAND:  
MARIE REED  
SCHOOL  
YEAR  
2016-2017**

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20011

QEA # 31503000

**FENCING  
PROPOSAL**



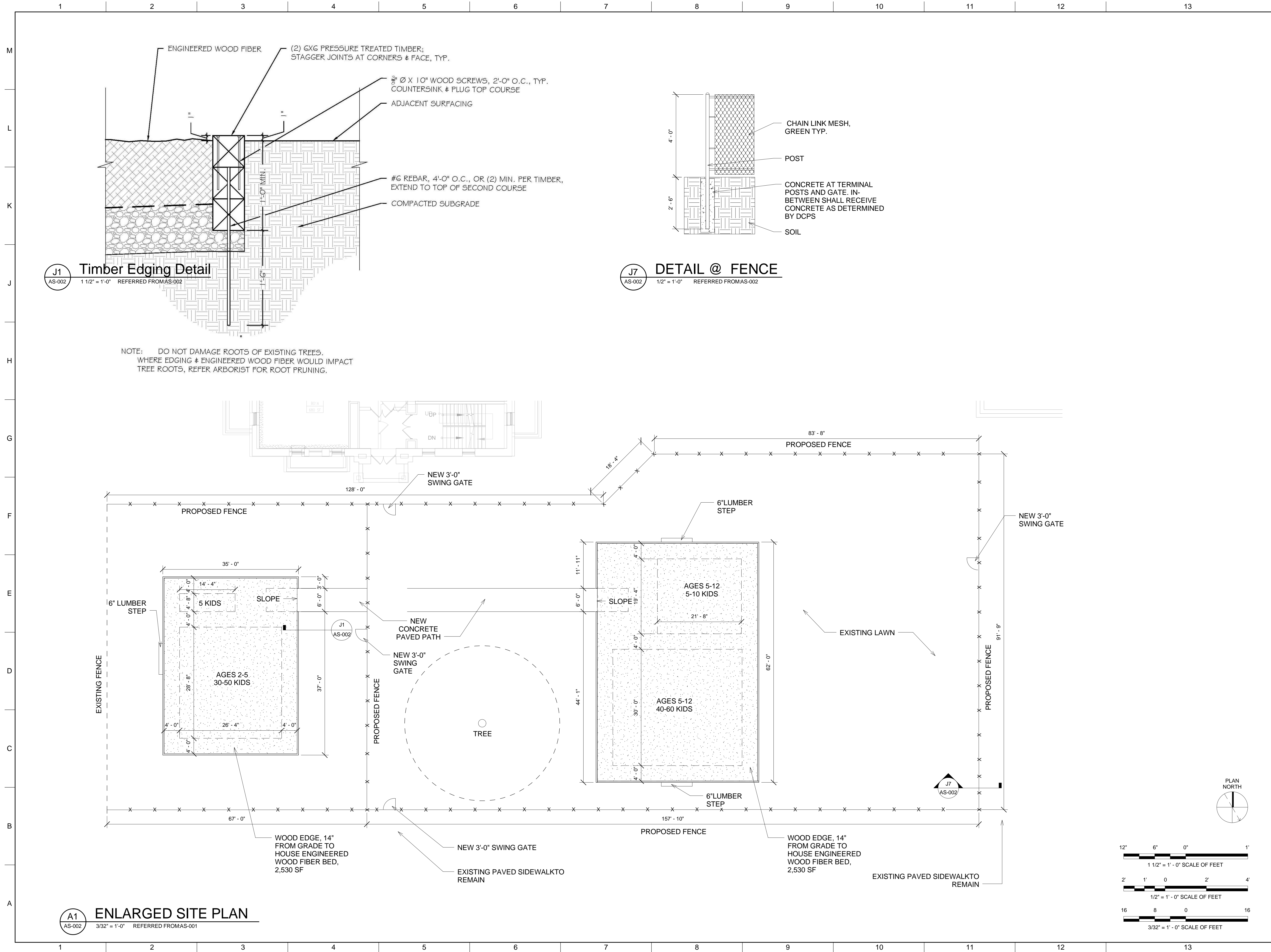
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REVISIONS

NO.	DESCRIPTION	DATE

**AS-001**





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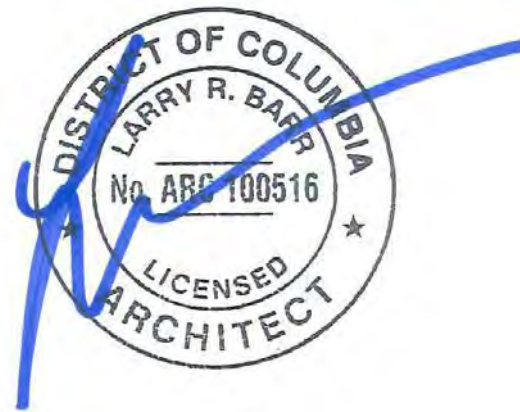
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MACFARLAND:  
MARIE REED  
SCHOOL  
YEAR  
2016-2017

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WASHINGTON D.C.  
20011

QEA # 31503000

SITE  
DETAILS



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REVISIONS

NO.	DESCRIPTION	DATE

AS-002

# Attachment C

# Attachment D





# Attachment E

Attachment E

[Offeror's Letterhead]

[Insert Date]

District of Columbia Department of General Services  
2000 14<sup>th</sup> Street, NW  
Washington, D.C. 20009

Attention: Greer Johnson Gillis, PE  
Acting Director, Chief Contracting Officer

Reference: Request for Proposals (RFP) – **DCAM-17-CS-0005**  
DESIGN-BUILD SERVICES FOR MACFARLAND MIDDLE SCHOOL

Dear Ms. Gillis:

On behalf of [INSERT NAME OF BIDDER] (the "Offeror"), I am pleased to submit this proposal in response to the Department of General Services' (the "Department" or "DGS") Request for Proposals (the "RFP") to provide design-build services for MacFarland Middle School. The Offeror has reviewed the RFP and the attachments thereto, any amendments thereto, and the proposed Form of Contract (collectively, the "Bid Documents") and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit the Offeror's Bid in response to the RFP. The Offeror's proposal, the Design-Build Fee (as defined in paragraph A), and the Maximum Cost of General Conditions (as defined in paragraph B) are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents (collectively, the proposal, the Design-Build Fee, and the Maximum Cost of General Conditions are referred to as the "Offeror's Bid.>").

The Offeror's Bid is as follows:

- A. Design Fee/Budget is: \$ \_\_\_\_\_  
B. The Design-Build Fee is: \$ \_\_\_\_\_

The Offeror acknowledges and understands that Design-Build Fee is a firm, fixed price and other than as permitted in the Form of Contract will not be subject to further adjustment. The Offeror further acknowledges that Forty Percent (40%) of the Design-Build Fee shall be at risk, and the Offeror shall be entitled such portion if such portions are earned in accordance with the Form of Contract.

- C. The estimated cost of the Offeror's general conditions (the "Maximum Cost of General Conditions") is set forth below. The Maximum Cost of General Conditions consists of the following elements:



Cost of construction staff (only field staff are reimbursable)	\$ _____
Fringe Benefits associated with field staff costs	\$ _____
Payroll taxes and payroll insurance associated with field staff costs	\$ _____
Staff costs associated with obtaining permits and approvals	\$ _____
Out-of-house consultants	\$ _____
Travel, Living and Relocation expenses	\$ _____
Job vehicles	\$ _____
Field office for CM including but not limited to:	\$ _____
• Trailer purchase and/or rental	
• Field office installation, relocation and removal	
• Utility connections and charges during the Construction Services phase	
• Furniture	
• Field offices for the Office and Program Manager	
• Office supplies	
Office equipment including but not limited to:	\$ _____
• Computer hardware and software	
• Fax machines	
• Copy machines	
• Telephone installation, system and uses charges	
Job radios	\$ _____
Local delivery and overnight delivery costs	\$ _____
Field computer network	\$ _____
First aid facility	\$ _____
Progress photos	\$ _____
Printing cost for drawings, bid packages, etc.	\$ _____
Other (please itemize)	\$ _____
 Total Maximum Cost of General Conditions	 \$ _____

The Offeror acknowledges and understands that the Maximum Cost of General Conditions will be incorporated into the contract and that the Offeror will not be permitted to exceed the Maximum Cost of General Conditions unless it first obtains the written approval of the Department.

C. In addition, the Offeror hereby represents that, based on its current rating with its surety, the indicated cost of a payment and performance bond is [INSERT PERCENTAGE].

The Offeror's Bid is based on and subject to the following conditions:

1. The Offeror agrees to hold its proposal open for a period of at least one hundred and twenty (120) days after the date of the bid.
2. Assuming the Offeror is selected by the Department and subject only to the changes requested in paragraph 5, the Offeror agrees to enter into a contract with the Department on the

terms and conditions described in the Bid Documents within ten (10) days of the notice of the award. In the event the Offeror fails to do so, the Department shall have the right to levy upon the Offeror's bid bond.

3. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Offeror to the terms of the Offeror's Bid. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror's Bid. In addition to any other remedies that the Department may have at law or in equity, the Department shall have the right to levy upon Bidder's Bid Bond in the event of a breach of this paragraph 3.

4. The Offeror and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a proposal in response to the RFP in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a proposal in response to the RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.

5. The Offeror's proposal is subject to the following requested changes to the Form of Contract: [INSERT REQUESTED CHANGES. OFFERORS ARE ADVISED THAT THE CHANGES SO IDENTIFIED SHOULD BE SPECIFIC SO AS TO PERMIT THE DEPARTMENT TO EVALUATE THE IMPACT OF THE REQUESTED CHANGES IN ITS REVIEW PROCESS. GENERIC STATEMENTS, SUCH AS "A MUTUALLY ACCEPTABLE CONTRACT" ARE NOT ACCEPTABLE. OFFERORS ARE FURTHER ADVISED THAT THE DEPARTMENT WILL CONSIDER THE REQUESTED CHANGES AS PART OF THE EVALUATION PROCESS.]

6. The Offeror hereby certifies that neither it nor any of its team members have entered into any agreement (written or oral) that would prohibit any contractor, subcontractor or sub-consultant that is certified by the District of Columbia Office of Department of Small and Local Business Enterprises as a Local, Small, Resident Owned or Disadvantaged Business Enterprise (collectively, "LSDBE Certified Companies") from participating in the work if another company is awarded the contract.

7. This bid form and the Offeror's Bid are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, AND STATE OF FORMATION FOR THE OFFEROR].

Sincerely,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# Attachment F

## BIDDER/OFFEROR CERTIFICATION FORM

<b>COMPLETION</b>			
The person(s) completing this form must be knowledgeable about the bidder's/offeree's business and operations.			
<b>RESPONSES</b>			
Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the bidder's/offeree's name at the top of each attached page.			
<b>GENERAL INSTRUCTIONS</b>			
This form contains four (4) sections. Section I concerns the bidder's/offeree's responsibility; Section II includes additional required certifications; Section III relates to the Buy American Act (if applicable); and Section IV requires the bidder's/offeree's signature. Please note, a determination that a prospective contract is found to be "not responsible is final and not appealable.			
<b>SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATION</b>			
<i>Instructions for Section I: Section I contains eight (8) parts. Part 1 requests information concerning the bidder's/offeree's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the bidder's/offeree's business. Part 4 concerns the bidder's/offeree's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the bidder's/offeree's financial and organizational status. Part 7 requires the bidder/offeree to agree to update the information provided. Part 8 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).</i>			
<b>PART 1: BIDDER/OFFEROR INFORMATION</b>			
Legal Business Entity Name:		Solicitation #:	
Address of the Principal Place of Business (street, city, state, zip code)		Telephone # and ext.:	Fax #:
Email Address:		Website:	
Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive).			
Type:	Name:	EIN:	Status:
1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):			
<input type="checkbox"/> Corporation (including PC)		Date of Incorporation:	
<input type="checkbox"/> Joint Venture		Date of Organization:	
<input type="checkbox"/> Limited Liability Company (LLC or PLLC)		Date of Organization:	
<input type="checkbox"/> Nonprofit Organization		Date of Organization:	
<input type="checkbox"/> Partnership (including LLP, LP or General)		Date of Registration or Establishment:	
<input type="checkbox"/> Sole Proprietor		How many years in business?:	
<input type="checkbox"/> Other		Date established?:	
If "Other," please explain:			
1.2 Was the bidder's/offeree's business formed or incorporated in the District of Columbia?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeree's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District, or provide an explanation if the documents are not available.			
State _____		Country _____	
1.3 Please provide a copy of each District of Columbia license, registration or certification that the bidder/offeree is required by law to obtain (other than those provided in Subpart 1.2). If the bidder/offeree is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:			
(a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or			
(b) Explain its exemption from the requirement.			

1.4 If your company, its principals, shareholders, directors, or employees own an interest or have a position in another entity in the same or similar line of business as the Bidder/Offeror, please describe the affiliation in detail.	
1.5 If any officer, director, shareholder or anyone holding a financial interest in the Bidder/Offeror has a relationship with an employee of the Department or any District agency for whom the Department is procuring goods or services, please describe the nature of the relationship in detail.	
<b>PART 2: INDIVIDUAL RESPONSIBILITY</b>	
<i>Additional Instructions for Section I, Parts 2 through 8: Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).</i>	
Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/offeror with any government entity:	
2.1 Been sanctioned or proposed for sanction relative to any business or professional permit or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.3 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.6 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 2.	
2.7 In the past ten (10) years has the Bidder/Offeror had a contract terminated, in whole or in part, for any reason? If so, describe each such determination in detail.	
2.8 In the past ten (10) years has the Bidder/Offeror ever been assessed liquidated damages, costs to re-procure, costs to complete, or any other monetary damages under a contract? If so, describe each such assessment in detail.	
<b>PART 3: BUSINESS RESPONSIBILITY</b>	
Within the past five (5) years, has the bidder/offeror:	
3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.2 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.5 Been disqualified or proposed for disqualification on any government permit or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.6 Been denied a contract award (in whole or in part, for any reason) or had a bid or proposal rejected based upon a non-responsibility finding by a government entity? If so, describe each such occurrence in detail.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No

3.8 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 3.	
<b>PART 4: CERTIFICATES AND LICENSES</b>	
Has the bidder/offeror:	
4.1 Had a denial, decertification, revocation or forfeiture of District of Columbia certification of any Certified Business	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for "Yes" in Subpart 4.1.	
4.2 Please provide a copy of the bidder's/offeror's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.	
<b>PART 5: LEGAL PROCEEDINGS</b>	
Within the past five (5) years, has the bidder/offeror:	
5.1 Had any liens or judgments (not including UCC filings) filed against it which remain undischarged?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).	
5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 5.	
5.4 Engaged in litigation with any governmental entity. If so, please identify and/or describe all threatened and pending litigation and/or claims, including but not limited to matters pending before any Boards of Contracts Appeals:	
<b>PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION</b>	
6.1 Within the past five (5) years, has the Bidder/Offeror received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.2 Has the Bidder/Offeror ever been assessed liquidated damages, costs to re-procure, costs to complete, or any other monetary damages under a contract? If so, describe each such assessment in detail.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s).	
6.3 Within the last seven (7) years, has the bidder/offeror initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".	
6.4 During the past three (3) years, has the bidder/offeror failed to file a tax return or pay taxes required by federal, state, District of Columbia or local laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offeror failed to file/pay and the current status of the tax liability.	
6.5 During the past three (3) years, has the bidder/offeror failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.5, provide the years the bidder/offeror failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	

6.6 During the past three (3) years, has the bidder/offeror failed to comply with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
If "Yes" to Subpart 6.6, provide the years the bidder/offeror failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).			
6.7 Indicate whether the bidder/offeror owes any outstanding debt to any state, federal or District of Columbia government.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).			
6.8 During the past three (3) years, Has the bidder/offeror been audited by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
(a) If "Yes" to Subpart 6.8, did any audit of the bidder/offeror identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).			
<b>PART 7: CONTRACTOR PROCUREMENT ACTIVITY WITH THE DEPARTMENT</b>			
7.1 What is your organization's Design Capacity (total labor hours) to conduct or pursue business with the Department of General Services (DGS) in the current fiscal year? Design capacity is calculated by multiplying the total number of company employees dedicated to a particular line of business by no more than 12 hours per day. Person's completing this form may be required to provide supporting documentation to substantiate allocable labor hours presented.			
(a) Construction: _____ labor hours			
(b) Non-Construction: _____ labor hours			
7.2 In the table below, please list:			
(1) The active contracts your organization currently holds with the Department of General Services, please include the contract number(s) as a part of your response; and			
(2) The number of labor hours your organization has allocated to each active contract within the current fiscal year. (Note, if more entries are required, please list an attached addendum to this document).			
	Contract Number	Labor Hours Allocated	
<b>PART 8: RESPONSE UPDATE REQUIREMENT</b>			
8.1 In accordance with the requirement of Section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02), the bidder/offeror shall update any response provided in Section I of this form during the term of this contract:			
(a) Within sixty (60) days of a material change to a response; and			
(b) Prior to the exercise of an option year contract.			
<b>PART 9: FREEDOM OF INFORMATION ACT (FOIA)</b>			
9.1 Indicate whether the bidder/offeror asserts that any information provided in response to a question in Section I is exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code §§ 2-531, et seq.). Include the question number(s) and explain the basis for the claim. (The District will determine whether such information is, in fact, exempt from FOIA at the time of request for disclosure under FOIA.)			<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS</b>			
<i>Instructions for Section II: Section II contains four (4) parts. Part 1 requests information concerning District of Columbia employees. Part 2 applies to the bidder/offeror's pricing. Part 3 relates to equal employment opportunity requirements. Part 4 relates to First Source requirements.</i>			
<b>PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT</b>			
The bidder/offeror certifies that:			
1.2 No person listed in clause 13 of the Standard Contract Provisions, "District Employees Not To Benefit", will benefit from this contract.			
1.3 The following person(s) listed in clause 13 of the Standard Contract Provisions may benefit from this contract. (For each person listed, attach the affidavit required by clause 13.)			
(a) _____			
(b) _____			
<b>PART 2: INDEPENDENT PRICE DETERMINATION REQUIREMENTS</b>			

The bidder/offeror certifies that:

2.1 The signature of the bidder/offeror is considered to be a certification by the signatory that:

- (a) The contract prices have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement
  - (i) Those prices;
  - (ii) The intention to submit a bid/proposal; or
  - (iii) The methods or factors used to calculate the prices in the contract.

(b) The prices in this contract have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid/proposal opening unless otherwise required by law; and

(c) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

2.2 The signature on the bid/proposal is considered to be a certification by the signatory that the signatory:

(a) Is the person in the bidder's/offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; or

(b) Has been authorized, in writing, to act as an agent for the following principal in certifying that the principal has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above:

*[Insert full name of person(s) in the organization responsible for determining the prices offered  
in this contract and the title of his or her position in the bidder's/offeror's organization]*

(i) As an authorized agent, certifies that the principals named in subparagraph 2.2(b) above have not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; and

(ii) As an agent, has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above.

2.3 If the bidder/offeror deletes or modifies subparagraph 2.1(b) above, the bidder/offeror must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

2.4 The Bidder/Offeror certifies that:

(a) There are no other entities related to it that are responding to or bidding on the subject solicitation or invitation to bid. Related entities include, but are not limited to, any entity that shares management positions, board positions, shareholders, or persons with a financial interest in the Bidder/Offeror.

(b) There are no current or former owners, partners, officers, directors, principals, managers, employees or any persons with a financial interest in the Bidder/Offeror who have a financial interest in the request for proposal or invitation for bid or any asset, tangible or intangible, arising out of any contract or scope of work related to the request for proposal or invitation for bid.

With regards to 2.4 (b), if the Bidder/Offeror has knowledge of such a financial interest, please provide a detailed explanation.

### **PART 3: EQUAL OPPORTUNITY OBLIGATIONS**

3.1 I hereby certify that I am fully aware of the contents of Mayor's Order 85-85 and the Office of Human Rights' regulations in Chapter 11 of the DCMR, and agree to comply with them while performing this contract.

### **PART 4: FIRST SOURCE OBLIGATIONS**

4.1 I hereby certify that I am fully aware of the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Law 19-84), and agree to enter into a First Source Employment Agreement with the Department of Employment Services if awarded any contract valued at \$300,000 or more which receives funds or resources from the District, or funds or resources which, in accordance with a federal grant or otherwise, is administered by the District government.

4.2 I certify that the Initial Employment Plan submitted with my bid or proposal is true and accurate.

## **SECTION III. BUY AMERICAN ACT CERTIFICATION**

**Instructions for Section III:** Section III contains one (1) part which should only be completed if goods are being provided that are subject to the requirements of the Buy American Act.

### **PART 1: BUY AMERICAN ACT COMPLIANCE**

1.1 The bidder/offeror certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced or manufactured outside the United States.



_____ EXCLUDED END PRODUCTS		
_____ COUNTRY OF ORIGIN		
<b>SECTION IV. CERTIFICATION</b>		
<i>Instruction for Section IV: This section must be completed by all bidder/offers.</i>		
I, [ _____ ], as the person authorized to sign these certifications, hereby certify that the information provided in this form is true and accurate.		
Name [Print and sign]:	Telephone #:	Fax #:
Title:	Email Address:	
DUNS Number (If Applicable):		
Date:		
<i>The District of Columbia is hereby authorized to verify the above information with appropriate government authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than 180 days, or both, as prescribed in D.C. Official Code § 22-2405. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Official Code § 22-2404.</i>		

# Attachment G

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**

**Office of the Chief Financial Officer**

**Office of Tax and Revenue**



**TAX CERTIFICATION AFFIDAVIT**

**THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.**

**Date**

**Authorized Agent  
Name of Organization/Entity  
Business Address (include zip code)  
Business Phone Number**

**Authorized Agent  
Principal Officer Name and Title  
Square and Lot Information  
Federal Identification Number  
Contract Number  
Unemployment Insurance Account No.**

I hereby authorize the District of Columbia, Office of the Chief Financial Officer, Office of Tax and Revenue to release my tax information to an authorized representative of the District of Columbia agency with which I am seeking to enter into a contractual relationship. I understand that the information released will be limited to whether or not I am in compliance with the District of Columbia tax laws and regulations solely for the purpose of determining my eligibility to enter into a contractual relationship with a District of Columbia agency. I further authorize that this consent be valid for one year from the date of this authorization.

I hereby certify that I am in compliance with the applicable tax filing and payment requirements of the District of Columbia. The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities.

**Signature of Authorizing Agent**

**Title**

The penalty for making false statement is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code §47-4106.

# Attachment H

General Decision Number: DC160002 10/07/2016 DC2

Superseded General Decision Number: DC20150002

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	02/19/2016
3	05/20/2016
4	06/03/2016
5	06/10/2016
6	06/17/2016
7	07/01/2016
8	07/08/2016
9	07/22/2016
10	08/05/2016
11	09/30/2016
12	10/07/2016

ASBE0024-007 10/01/2015

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 34.33	13.92

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

-----  
ASBE0024-008 10/01/2015

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER.....	\$ 21.61	5.54

Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from

mechanical systems

-----  
ASBE0024-014 10/01/2015

	Rates	Fringes
FIRESTOPPER.....	\$ 26.81	5.98

Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke of other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.

-----  
BRDC0001-002 05/01/2016

	Rates	Fringes
BRICKLAYER.....	\$ 30.61	9.67

-----  
\* CARP0177-003 05/01/2016

	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Soft Floor Laying-Carpet.....	\$ 27.81	9.93

-----  
CARP0179-001 05/01/2016

	Rates	Fringes
PILEDRIVERMAN.....	\$ 29.19	9.45

-----  
CARP0219-001 04/01/2016

	Rates	Fringes
MILLWRIGHT.....	\$ 32.04	9.93

-----  
ELEC0026-016 06/06/2016

	Rates	Fringes
ELECTRICIAN, Includes Installation of HVAC/Temperature Controls.....	\$ 43.70	16.06

-----  
ELEC0026-017 09/01/2014

	Rates	Fringes
ELECTRICAL INSTALLER (Sound & Communication Systems).....	\$ 27.05	8.58

SCOPE OF WORK: Includes low voltage construction, installation, maintenance and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and

equipment, railroad communications, micro waves, VSAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED: The installation of computer systems in industrial applications such as assembly lines, robotics and computer controller manufacturing systems. The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.

-----  
ELEV0010-001 01/01/2016

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 41.90	29.985+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

-----  
IRON0005-005 06/01/2016

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	\$ 30.85	19.435

-----  
IRON0201-006 05/01/2016

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 27.90	19.13

-----  
LAB00657-015 06/01/2015

	Rates	Fringes
LABORER: Skilled.....	\$ 22.63	7.31

FOOTNOTE: Potmen, power tool operator, small machine operator, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinning, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipe layers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type of work, carpenter tenders, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers and other machines that do the same general type of work, whether powered by air, electric or gasoline, builders of trestle scaffolds over one tier high and sand blasters, power and chain saw operators used in clearing, installers of well

points, wagon drill operators, acetylene burners and  
licensed powdermen, stake jumper, demolition.

-----  
MARB0002-004 05/01/2016

	Rates	Fringes
MARBLE/STONE MASON.....	\$ 35.91	16.17

INCLUDING pointing, caulking and cleaning of All types of  
masonry, brick, stone and cement EXCEPT pointing, caulking,  
cleaning of existing masonry, brick, stone and cement  
(restoration work)

-----  
MARB0003-006 05/01/2016

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 27.25	10.68

-----  
MARB0003-007 05/01/2016

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 22.46	9.75

-----  
MARB0003-008 05/01/2016

	Rates	Fringes
TILE SETTER.....	\$ 27.25	10.68

-----  
MARB0003-009 05/01/2016

	Rates	Fringes
TILE FINISHER.....	\$ 22.46	9.75

-----  
PAIN0051-014 06/01/2014

	Rates	Fringes
GLAZIER		
Glazing Contracts \$2 million and under.....	\$ 24.77	9.85
Glazing Contracts over \$2 million.....	\$ 28.61	9.85

-----  
PAIN0051-015 06/01/2016

	Rates	Fringes
PAINTER		
Brush, Roller, Spray and Drywall Finisher.....	\$ 24.89	9.15

-----  
PLAS0891-005 07/01/2013

	Rates	Fringes
PLASTERER.....	\$ 28.33	5.85

-----  
PLAS0891-006 02/01/2014



	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 27.15	9.61
-----		
PLAS0891-007 08/01/2016		

	Rates	Fringes
FIREPROOFER		
Handler.....	\$ 16.50	4.89
Mixer/Pump.....	\$ 18.50	4.89
Sprayer.....	\$ 23.00	4.89

Spraying of all Fireproofing materials. Hand application of Fireproofing materials. This includes wet or dry, hard or soft. Intumescent fireproofing and refraction work, including, but not limited to, all steel beams, columns, metal decks, vessels, floors, roofs, where ever fireproofing is required. Plus any installation of thermal and acoustical insulation. All that encompasses setting up for Fireproofing, and taken down. Removal of fireproofing materials and protection. Mixing of all materials either by hand or machine following manufactures standards.

-----

\* PLUM0005-010 10/01/2016

	Rates	Fringes
PLUMBER.....	\$ 40.67	17.10+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

-----

PLUM0602-008 08/01/2015

	Rates	Fringes
PIPEFITTER, Includes HVAC		
Pipe Installation.....	\$ 38.89	19.97+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

-----

ROOF0030-016 05/01/2016

	Rates	Fringes
ROOFER.....	\$ 28.75	11.74

-----

SFDC0669-002 04/01/2016

	Rates	Fringes
SPRINKLER FITTER (Fire		
Sprinklers).....	\$ 33.40	18.52

-----

SHEE0100-015 07/01/2016

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 40.27	17.24+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day

-----  
SUDC2009-003 05/19/2009

	Rates	Fringes
LABORER: Common or General.....	\$ 13.04	2.80
LABORER: Mason Tender - Cement/Concrete.....	\$ 15.40	2.85

LABORER: Mason Tender for pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking and cleaning of new or replacement masonry, brick, stone and cement.....\$ 11.67

POINTER, CAULKER, CLEANER, Includes pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking, cleaning of new or replacement masonry, brick, stone or cement.....\$ 18.88

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

## Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

## Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

## Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can

be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

# Attachment I

# GOVERNMENT OF THE DISTRICT OF COLUMBIA

<b>PROPOSAL BOND</b> (See Instructions on 2 <sup>nd</sup> page)	<b>Date Bond Executed:</b> (Must Not be Later Than Bid Opening Date)			
<b>PRINCIPAL (Legal Name and Address)</b>	<b>TYPE OF ORGANIZATION ("X")</b>			
	<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> PARTNERSHIP	
	<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> CORPORATION	
	<b>STATE OF INCORPORATION</b>			
<b>SURETY(IES) (Name(s) and Address(es))</b>	<b>PENAL SUM OF BOND</b>			
	<b>AMOUNT NOT TO EXCEED</b>			<b>5% OF BID</b>
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
	<b>PROPOSAL IDENTIFICATION</b>			
	<b>PROPOSAL CLOSING DATE</b>		<b>REQUEST FOR PROPOSAL NO.</b>	
<p><b>KNOW ALL MEN BY THESE PRESENTS</b>, that we, the Principal and Surety(ies) hereto are firmly bound to the District of Columbia Government, a municipal corporation, hereinafter called "the District", in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, jointly and severally; Provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action against any or all of us, and for all other purposes each Surety bonds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.</p> <p><b>THE CONDITION OF THIS OBLIGATION IS SUCH</b> that whereas the Principal has submitted the bid identified above. NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the receipt of the same, or, no period be specified, within ninety (90) calendar days after said receipt, and shall within the period specified therefore, or, if no period be specified, within ten (10) calendar days after being called upon to do so, furnish Performance &amp; Payment Bonds with good and sufficient surety, as may be required, for the faithful performance and proper fulfillment of the Contract, and for the protection of all persons supplying labor and material in the prosecution of the work provided for in such Contract or, in the event of withdrawal of said bid, within the period specified, or the failure to furnish such bond within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue. Each Surety executing this bond hereby agrees that its obligation shall not be impaired by extension(s) of time for acceptance of the bid that the Principal may grant to the District, notice of which extension(s) to Surety (ies) being hereby waived: Provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.</p> <p><b>IN WITNESS WHEREOF</b>, the Principal and Surety (ies) have executed this bid bond and have affixed their seals on the date set forth above.</p>				
<b>PRINCIPAL</b>				
<b>1. SIGNATURE</b>  <div style="text-align: center;">Seal</div>		<b>1. ATTEST</b>  		<b>Corporate Seal</b>
Name & Title (typed)		Name & Title (typed)		
<b>2. SIGNATURE</b>  <div style="text-align: center;">Seal</div>		<b>2. ATTEST</b>  		<b>Corporate Seal</b>
Name & Title (typed)		Name & Title (typed)		

## CERTIFICATE AS TO CORPORATION

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

\_\_\_\_\_  
Secretary of Corporation

### SURETY(IES)

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

### INSTRUCTIONS

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

# Attachment J



# **District of Columbia Department of General Services Standard Contract Provisions**

## **GENERAL PROVISIONS (Construction Contract)**

### **ARTICLE 1. DEFINITIONS**

- A. "Government" as used herein means the District of Columbia Department of General Services, (DGS) that is a party to a contract.
- B. "Executive" as used herein means the elected head of the Government as set forth in [Public Law 93-198 dated December 24, 1973, Title 4, Part B, Section 422(1)] (Or relevant local law).
- C. "Contracting Officer" as used herein means the Government official authorized to execute and administrate the Contract on behalf of the Government. Within DGS, the Director is the Chief Contracting Officer. The Director may make delegations of procurement authority to additional contracting officers within DGS.
- D. "Contract Documents" or "Contract" as used herein means Addenda, Contract Form, Standard Contract Provisions, Instructions to Bidders, General Provisions, Labor Provisions, Performance and Payment Bonds, Specifications, Special Provisions, Contract Drawings, approved written Change Orders and Agreements required to acceptably complete the Contract, including authorized extensions thereof.

**ARTICLE 2. SPECIFICATIONS AND DRAWINGS**—The Contractor shall keep on the work site a copy of Contract drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the Contract drawings, or shown on the Contract drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

There shall be no change orders or equitable adjustments for work related to items appearing in either the Contract drawing or specifications.

All Contract requirements are equally binding. Each Contract requirement, whether or not omitted elsewhere in the Contract, is binding as though occurring in any or all parts of the Contract. In case of discrepancy:

- 1. The Contracting Officer shall be promptly notified in writing of any error, discrepancy or omission, apparent or otherwise.
- 2. Applicable Federal, State, and Municipal Code requirements have priority over: the Contract form, General Provisions, Change Orders, Addenda, Contract drawings, Special Provisions and Specifications.
- 3. The Contract form, Standard Contract Provisions, General Provisions and Labor Provisions have priority over: Change Orders, Addenda, Contract drawings, Special Provisions and Specifications.
- 4. Change Orders have priority over: Addenda, Contract drawings and Specifications.
- 5. Addenda have priority over: Contract drawings, Special Provisions and Specifications. A later dated Addendum has priority over earlier dated Addenda.
- 6. Special Provisions have priority over: Contract drawings and other specifications.

7. Shown and indicated dimensions have priority over scaled dimensions.
8. Original scale drawings and details have priority over any other different scale drawings and details.
9. Large scale drawings and details have priority over small scale drawings and details.
10. Any adjustment by the Contractor without a prior determination by the Contracting Officer shall be at his own risk and expense. The Contracting Officer will furnish from time to time such detail drawings and other information as he may consider necessary, unless otherwise provided.

### **ARTICLE 3. CHANGES**

**A. DESIGNATED CHANGE ORDERS**—The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes

1. In the Contract drawings and specifications;
2. In the method or manner of performance of the work;
3. In the Government furnished facilities, equipment, materials or services; or
4. Directing acceleration in the performance of the work.

Nothing provided in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed.

**B. OTHER CHANGE ORDERS**—Any other written order or an oral order (which term as used in this Section (B) shall include direction, instruction, interpretation, or determination) from the Contracting Officer which causes any such change, shall be treated as a Change Order under this Article, provided that the Contractor gives the Contracting Officer written notice stating the date, circumstances and sources of the order and that the Contractor regards the order as a Change Order.

**C. GENERAL REQUIREMENTS**—Except as herein provided, no order, statement or conduct of the Contracting Officer shall be treated as a change under this Article or entitle the Contractor to an equitable adjustment hereunder. If any change under this Article causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this Contract whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under (B) above shall be allowed for any cost incurred more than 20 days before the Contractor gives written notice as therein required unless this 20 days is extended by the Contracting Officer and provided further, that in case of defective drawings and specifications, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective drawings and specifications.

If the Contractor intends to assert a claim for an equitable adjustment under this Article, he must, within 30 days after receipt of a written Change Order under (A) above or the furnishing of a written notice under (B) above, submit to the Contracting Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Contracting Officer. The statement of claim hereunder may be included in the notice under (B) above.

With respect to the notification requirements hereunder, time is of the essence. A failure to provide timely notice constitutes waiver of the claim. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under the Contract.

**D. CHANGE ORDER BREAKDOWN**—Contract prices shall be used for Change Order work where work is of similar nature; no other costs, overhead or profit will be allowed.

Where Contract prices are not appropriate and the nature of the change is known in advance of construction, the parties shall attempt to agree on a fully justifiable price adjustment and/or adjustment of completion time.

When Contract prices are not appropriate, or the parties fail to agree on equitable adjustment, or in processing claims, equitable adjustment for Change Order work shall be per this Article and Article 4 and shall be based upon the breakdown shown in following subsections 1. through 7. The Contractor shall assemble a complete cost breakdown that lists and substantiates each item of work and each item of cost.

1. **Labor**—Payment will be made for direct labor cost plus indirect labor cost such as insurance, taxes, fringe benefits and welfare provided such costs are considered reasonable. Indirect costs shall be itemized and verified by receipted invoices. If verification is not possible, up to 18 percent of direct labor costs may be allowed. In addition, up to 20 percent of direct plus indirect labor costs may be allowed for overhead and profit.
2. **Bond**—Payment for additional bond cost will be made per bond rate schedule submitted to the Office of Contracting and Procurement with the executed Contract.
3. **Materials**—Payment for cost of required materials will be F.O.B. destination (the job site) with an allowance for overhead and profit.
4. **Rented Equipment**—Payment for required equipment rented from an outside company that is neither an affiliate of, nor a subsidiary of, the Contractor will be based on receipted invoices which shall not exceed rates given in the current edition of the Rental Rate Blue Book for Construction Equipment published by Data Quest. If actual rental rates exceed manual rates, written justification shall be furnished to the Contracting Officer for consideration. No additional allowance will be made for overhead and profit. The Contractor shall submit written certification to the Contracting Officer that any required rented equipment is neither owned by nor rented from the Contractor or an affiliate of or subsidiary of the Contractor.
5. **Contractor's Equipment**— Payment for required equipment owned by the Contractor or an affiliate of the Contractor will be based solely on an hourly rate derived by dividing the current appropriate monthly rate by 176 hours. No payment will be made under any circumstances for repair costs, freight and transportation charges, fuel, lubricants, insurance, any other costs and expenses, or overhead and profit. Payment for such equipment made idle by delays attributable to the Government will be based on one-half the derived hourly rate under this subsection.
6. **Miscellaneous**—No additional allowance will be made for general superintendence, use of small tools and other costs for which no specific allowance is herein provided.

7. **Subcontract Work**—Payment for additional necessary subcontract work will be based on applicable procedures in 1. through 6., to which total additional subcontract work up to an additional 10 percent may be allowed for the Contractor's overhead and profit.

#### **ARTICLE 4. EQUITABLE ADJUSTMENT OF CONTRACT TERMS**

The Contractor is entitled to an equitable adjustment of the contract terms whenever the following situations develop:

##### **A. DIFFERING SITE CONDITIONS:**

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the Contractor, upon discovering such conditions, shall promptly notify the Contracting Officer in writing of the specific differing conditions before they are disturbed and before the affected work is performed.
2. Upon written notification, the Contracting Officer will investigate the conditions, and if he/she determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Contracting Officer will notify the Contractor of his/her determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice; a failure to notify the Contracting Officer of the changed conditions prior to work being disturbed by said conditions shall constitute a permanent waiver of all right to compensation related to the changed conditions by the Contractor.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

##### **B. SUSPENSION OF WORK ORDERED BY THE CONTRACTING OFFICER:**

1. If the performance of all or any portion of the work is suspended or delayed by the Contracting Officer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Contracting Officer in writing a request for equitable adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the Contracting Officer will evaluate the Contractor's request. If the Contracting Officer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control or and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Contracting Officer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Contracting Officer will notify the Contractor of his/her determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed; a failure to submit a request for adjustment in the time

prescribed shall constitute waiver of all right to compensation related to the suspension of work by the Contractor.

4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term of condition of this contract.

#### **C. SIGNIFICANT CHANGES IN THE CHARACTER OF WORK:**

1. The Contracting Officer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Contracting Officer may determine to be fair and reasonable.
3. If the alterations or changes in quantities significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
  - a. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
  - b. When an item of work is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in the case of a decrease below 75 percent, to the actual amount of work performed.

#### **ARTICLE 5. TERMINATION**

**TERMINATION GENERALLY**-Termination, whether for default or convenience, is not a Government claim. The Contracting Officer may terminate a contract for default, in whole or in part, if the termination is in the best interests of the Government, and the Contractor does any of the following:

- (a) Fails to deliver the goods or complete the work or services within the time specified in the contract or any modification;
- (b) Fails to make sufficient progress on contract performance so as to endanger performance of the contract within the time specified or in the manner specified in the contract;
- (c) Fails or refuses to go forward with the work in accordance with the direction of the Contracting Officer;
- (d) Expresses through word or conduct an intention not to complete the work in accordance with the directions of the Contracting Officer;
- (e) Fails to perform any of the other provisions of the contract;
- (f) Materially deviates from the representations and capabilities set forth in the Contractor's response to the solicitation.

A termination for default is a final decision of a Contracting Officer. In order to contest a termination for default, the Contractor must submit a certified request to convert the termination for default to a termination for convenience with all documents supporting such conversion and comply with all contract

provisions and laws relating to terminations for convenience, including the submission of a certified termination for convenience settlement proposal. The submission of the certified request for conversion to a termination for convenience and certified termination settlement proposal to the Contracting Officer must occur prior to 90 days from the date of the Contracting Officer's final decision.

**DELAYS**—If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract, or any extension thereof, or fails to complete said work within specified time, the Government may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work involving the delay. In such event the Government may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may have been paid for by the Government or may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any liability to the Government resulting from his refusal or failure to complete the work within the specified time.

If fixed and agreed liquidated damages are provided in the Contract and if the Government does not so terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed and accepted.

The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

1. The delay in the completion the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, climatic conditions beyond the normal which could be anticipated, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers (the term subcontractors or suppliers shall mean subcontractors or suppliers at any tier); and
2. The Contractor, within 72 hours from the beginning of any such delay, (unless the Contracting Officer grants a further period of time before the date of final payment under the Contract) notifies the Contracting Officer in writing of the causes of delay.

The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time far completing the work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in Article 7 herein.

If, after notice of termination of the Contractor's right to proceed under the provisions of this Article, it is determined for any reason that the Contractor was not in default under the provisions of this Article, or that the delay was excusable under the provisions of this Article, the rights and obligations of the parties shall be in accordance with Article 6 herein. Failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of Article 7 herein.

The rights and remedies of the Government provided in this Article are in addition to any other rights and remedies provided by law or under the Contract.

The Government may, by written notice, terminate the Contract or a portion thereof as a result of an Executive Order of the President of the United States with respect to the prosecution of war or in the interest of national defense. When the Contract is so terminated, no claim for loss of anticipated profits will be permitted.

## **ARTICLE 6. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT**

- A.** The performance of work under the Contract may be terminated by the Government in accordance with this Article in whole, or in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Government. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.
- B.** After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:
1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
  2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract as is not terminated.
  3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
  4. Assign to the Government, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
  5. Settle all outstanding liabilities and all claims arising out of such termination of orders or subcontracts, with the approval or ratification of the Contracting Officer to the extent he may require, which approval or ratification shall be final for all purposes of this Article.
  6. Transfer title to the Government and deliver in the manner, at the times, and to the extent, if any, directed by the Contracting Officer
    - a. The fabricated or unfabricated parts, work in progress, completed work, supplies, and other material procured as a part of, or acquired in connection with, the performance of the work terminated by the Notice of Termination, and
    - b. The completed, or partially completed plans, drawings information and other property which, if the Contract had been completed, would have been required to be furnished to the Government.
  7. Use his best efforts to sell, in the manner, at the terms, to the extent, and at the price or prices directed or authorized by the Contracting Officer, any property of the types referred to in 6 above provided, however, that the Contractor:
    - a. Shall not be required to extend credit to any purchaser, and
    - b. May acquire any property under the conditions prescribed and at a price or prices approved by the Contracting Officer, and
    - c. Provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under the Contract or shall otherwise be credited to the price or cost of the work covered by the Contract or paid in such other manner as the Contracting Officer may direct.

8. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
9. Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the Government has or may acquire an interest.
10. The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the cost, or any item of reimbursable cost, under this Article.
11. "Plant clearance period" means, for each particular property classification (such as raw materials, purchased parts and work in progress) at any one plant or location, a period beginning with the effective date of the termination for convenience and ending 90 days after receipt by the Contracting Officer of acceptable inventory schedules covering all items of that particular property classification in the termination inventory at that plant or location, or ending on such later date as may be agreed to by the Contracting Officer and the Contractor. Final phase of a plant clearance period means that part of a plant clearance period which occurs after the receipt of acceptable inventory schedules covering all items of the particular property classification at the plant or location.

At any time after expiration of the plant clearance period, as defined above, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Contracting Officer, and may request the Government to remove such items or enter into a storage agreement covering them. Not later than 15 days thereafter, the Government will accept title to such items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the Contracting Officer upon removal of the items or, if the items are stored, within 45 days from the date of submission of the list, and any necessary adjustments to correct the list as submitted, shall be made prior to final settlement.

- C. After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer his termination claim, in the form with the certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than 90 days from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer upon request of the Contractor made in writing within such 90 day period or authorized extension thereof. In the event the Contractor was terminated for default and it asserts that it is entitled to a termination for convenience, its certified request for the conversion of the default termination to one for convenience and its certified termination settlement proposal must be submitted to the Contracting Officer prior to the expiration of 90 days from the date of the default termination. With respect to a termination for convenience, if the Contracting Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such 90 day period or extension thereof. Nothing herein shall be construed to extend the time for the submission of a claim hereunder for a defaulted Contractor beyond 90 days from the date of the default termination. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the Government's procedures in effect as of the date of execution of the Contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.
- D. Subject to the provisions of C above, and subject to any review required by the Government's procedures in effect as of the date of execution of the Contract, the Contractor and Contracting



Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this Article, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in E below prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Contracting Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this Article, shall be deemed to limit, restrict or otherwise determine or effect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph.

- E.** In the event of the failure of the Contractor and the Contracting Officer to agree as provided in D above upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this Article, the Contracting Officer shall, subject to any review required by the Government's procedures in effect as of the date of execution of the Contract, determine, on the basis of information available to him, the amount, if any, due the Contractor by reason of the termination and shall pay to the Contractor the amounts determined by the Contracting Officer, as follows, but without duplication of any amounts agreed upon in accordance with D above:

1. With respect to all Contract work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of:

- a. The cost of such work;
- b. The cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in B 5. above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of work under the Contract, which amounts shall be included in the cost on account of which payment is made under E1.a. above; and
- c. A sum, as profit on E.1.a. above, determined by the Contracting Officer to be fair and reasonable; provided however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this subparagraph and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and provided further that profit shall be allowed only on preparations made and work done by the Contractor for the terminated portion of the Contract but may not be allowed on the Contractor's settlement expenses. Anticipatory profits and consequential damages will not be allowed. Any reasonable method may be used to arrive at a fair profit, separately or as part of the whole settlement.

2. The reasonable cost of the preservation and protection of property incurred pursuant to B.9; and any other reasonable cost incidental to termination of work under the Contract including expense incidental to the determination of the amount due to the Contractor as the result of the termination of work under the Contract.

- F.** The total sum to be paid to the Contractor under E.1. above shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further

reduced by the Contract price of work not terminated. Except for normal spoilage, and except to the extent that the Government shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor under E.1. above, the fair value, as determined by the Contracting Officer, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the Government, or to a buyer pursuant to B.7 above.

- G.** The Contractor shall have the right of appeal, under Article 7 herein, from any determination made by the Contracting Officer under C. or E. above, except that, if the Contractor has failed to submit his claim within the time provided in C above and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Contracting Officer has made a determination of the amount due under C. or E. above, the Government shall pay to the Contractor the following:
1. If there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Contracting Officer, or
  2. If an appeal had been taken, the amount finally determined on such appeal.
- H.** In arriving at the amount due the Contractor under this Article there shall be deducted:
1. all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of the Contract;
  2. any claim which the Government may have against the Contractor in connection with the Contract; and
  3. the agreed price for, or the proceeds of sale of, any materials, supplies or other things kept by the Contractor or sold, pursuant to the provisions of this Article and not otherwise recovered by or credited to the Government.
- I.** If the termination hereunder be partial, prior to the settlement of the terminated portion of the Contract, the Contractor may file with the Contracting Officer a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made at such price or prices; however, nothing contained herein shall limit the right of the Government and the Contractor to agree upon the amount or amounts to be paid to the Contractor for the completion of the continued portion of the Contract when said Contract does not contain an established Contract price for such continued portion.
- J.** The Government may from time to time, under such terms and conditions as it may prescribe, make partial payments against costs incurred by the Contractor in connection with the terminated portion of the Contract whenever in the opinion of the Contracting Officer the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this Article, such excess Shall be payable by the Contractor to the Government upon demand, together with interest computed at the rate of 6 percent per annum for the period from the date such excess is received by the Contractor to the date on which such excess is repaid to the Government; provided however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition, or such later date as determined by the Contracting Officer by reason of the circumstances.

- K. Unless otherwise provided in the Contract or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under the Contract, shall preserve and make available to the Government at all reasonable times at the office of the Contractor, but without direct charge to the Government, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under the Contract and relating to the work terminated hereunder, or, to the extent approved by the Contracting Officer, photographs and other authentic reproductions thereof.

## ARTICLE 7. DISPUTES

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

B. Claims by a Contractor against the Government.

(1) Claim, as used in Section B of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

(a) All claims by a Contractor against the Government arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision.

(b) Within 120 days after receipt of a claim, the Contracting Officer shall issue a decision, whenever possible taking into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

(c) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period shall be deemed to be a denial of the claim and shall authorize the commencement of an appeal on the claim as otherwise provided.

(d) (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the Government for an amount equal to the unsupported part of the claim in addition to all costs to the Government attributable to the cost of reviewing that part of the Contractor's claim.

(2) Liability under this section shall be determined within 6 years of the commission of the misrepresentation of fact or fraud.

(e) All cost data, pricing data, and task data of claims hereunder must be certified as accurate, complete, required, and necessary to the best of the Contractor's knowledge and belief. Further, all task or work data in the claim must be described therein to the smallest unit of work or task. The Contracting Officer may require any additional certifications, descriptions or explanations of the claim.

(f) The parties agree that time is of the essence and all claims hereunder must be presented to the Contracting Officer for a final decision within thirty (30) days of the occurrence of the circumstances giving rise to such claim or within thirty (30) days of when the Contractor knew or should have known of the circumstances giving rise to such claim, otherwise compensation for that claim is waived.

(g) The parties agree that there shall be no claims for unabsorbed home office overhead.

(2) The Contractor's claim shall contain at least the following:

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

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

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

(d) The Contractor's request for relief or other action by the Contracting Officer.

(e) The certification of the accuracy, completeness, requirement, and necessity of all aspects of the claim.

(3) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor.

(4) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

C. Claims by the Government against a Contractor

(a) Claim as used in Section C of this clause, means a written demand or written assertion by the Government, including the Contracting Officer, seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. Nothing herein shall be construed to require the Government to notify the Contractor prior to the issuance of the Contracting Officer's final decision.

(b) (1) All claims by the Government against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer, who shall issue a decision in writing and furnish a copy of the decision to the Contractor.

(2) The decision shall be supported by reasons and shall inform the Contractor of his or her rights. Specific findings of fact shall not be required.

(3) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.

(4) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor.

(5) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

**ARTICLE 8. PAYMENTS TO CONTRACTOR**—The Government will pay the contract price or prices as hereinafter provided in accordance with Government regulations.

The Government will make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates approved by the Contracting Officer. The Contractor shall furnish a breakdown of the total Contract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates the Contracting Officer, at his discretion, may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration:

1. If such consideration is specifically authorized by the Contract;
2. If the Contractor furnishes satisfactory evidence that he has acquired title to such material, that it meets Contract requirements and that it will be utilized on the work covered by the Contract; and
3. If the Contractor furnishes to the Contracting Officer an itemized list.

The Contracting Officer at his/her discretion shall cause to be withheld retention in an amount sufficient to protect the interest of the Government. The amount shall not exceed ten percent (10%) of the partial payment. However, if the Contracting Officer, at any time after 50 percent of the work has been completed, finds that satisfactory progress is being made, he may authorize any of the remaining progress payments to be made in full or may retain from such remaining partial payments less than 10 percent thereof. Also, whenever work is substantially complete, the Contracting Officer, if he considers the amount retained to be in excess of the amount adequate for the protection of the Government, at his discretion, may release to the Contractor all or a portion of such excess amount. Furthermore, on completion and acceptance of each separate building, public work, or other division of the Contract, on which the price is stated separately in the Contract, payment may be made therefore without retention of a percentage, less authorized deductions.

All material and work covered by progress payments made shall thereupon become the sole property of the Government, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the Government to require the fulfillment of all of the terms of the Contract.

Upon completion and acceptance of all work, the amount due the Contractor under the Contract shall be paid upon presentation at a properly executed voucher and after the Contractor shall have furnished the Government with a release, if required, of all claims against the Government arising by virtue of the Contract, other than claims in stated amounts as may be specifically excepted by the Contractor from the operation of the release.

**ARTICLE 9. TRANSFER OR ASSIGNMENT**—Unless otherwise provided by law, neither the Contract nor any interest therein may be transferred or assigned by the Contractor to any other party without the written consent of the Contracting Officer nor without the written acceptance by the surety on the performance and payment bond securing the Contract of the assignee as the Contractor and the principal on such bond; and any attempted transfer or assignment not authorized by this Article shall constitute a breach of the Contract and the Government may for such cause terminate the right of the Contractor to proceed in the same manner as provided in Article 5 herein, and the Contractor and his sureties shall be liable to the Government for any excess cost occasioned the Government thereby.

#### **ARTICLE 10. MATERIAL AND WORKMANSHIP**

- A. GENERAL**—Unless otherwise specifically provided in the Contract, all equipment, material and articles incorporated in the work covered by the Contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Contract, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition., and the Contractor may use any equipment, material, article or process which, in the judgment of the Contracting Officer, is equivalent to that named unless otherwise specified. The Contractor shall furnish to the Contracting Officer for his approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the mechanical and other equipment which the Contractor contemplates incorporating in the work. Machinery and equipment shall be in proper condition. When required by the Contract or when called for by the Contracting Officer, the Contractor shall furnish to the Contracting Officer for approval full information concerning the material or articles which he contemplates incorporating in the work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles installed or used without required approval shall be at the risk of subsequent rejection and subject to satisfactory replacement at Contractor's expense.
- B. SURPLUS MATERIALS USE**—Whenever specified in the Contract or authorized by the Contracting Officer that materials become the property of the Contractor, which by reference or otherwise shall include disposal of materials, it is understood that the Contractor accepts such materials "as is" with no further expense or liability to the Government. If such material specified in the Contract will have a potential or real interest of value, the Contractor shall make allowance in the Contract to show such value.
- C. GOVERNMENT MATERIAL**—No materials furnished by the Government shall be applied to any other use, public or private, than that for which they are issued to the Contractor. The full amount of the cost to the Government of all materials furnished by the Government to the Contractor and for which no charge is made, which are not accounted for by the Contractor to the satisfaction of the Contracting Officer, will be charged against the Contractor and his sureties and may be deducted from any monies due the Contractor, and this charge shall be in addition to and not in lieu of any other liabilities of the Contractor whether civil or criminal. Materials furnished by the Government for which a charge is made at a rate mentioned in the specifications will be delivered to the Contractor upon proper requisitions therefore and will be charged to his account.
- D. Plant** —The Contractor shall at all times employ sufficient tools and equipment for prosecuting the various classes of work to full completion in the manner and time required. The Contractor shall at all times perform work in sufficient light and shall provide proper illumination, including

lighting required for night work as directed, as a Contract requirement. All equipment, tools, formwork and staging used on the project shall be of sufficient size and in proper mechanical and safe condition to meet work requirements, to produce satisfactory work quality and to prevent injury to persons, the project or adjacent property. When methods and equipment are not prescribed in the Contract, the Contractor is free to use tools, methods and equipment that he satisfactorily demonstrates will accomplish the work in conformity with Contract requirements.

If the Contractor desires to use a method or type of tool or equipment other than specified in the Contract, he shall request approval to do so; the request shall be in writing and shall include a full description of proposed methods, tools and equipment and reason for the change or substitution. Approval of substitutions and changed methods will be on condition that the Contractor will be fully responsible for producing work meeting Contract requirements. If after trial use of the substituted methods, tools and equipment, the Contracting Officer determines that work produced does not meet Contract requirements, the Contractor shall complete remaining work with specified methods, tools and equipment.

- E. CAPABILITY OF WORKERS-** All work under the Contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require the Contractor to remove from the work any such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed by the Contracting Officer to be contrary to the public interest. Such request will be in writing:
- F. CONFORMITY OF WORK AND MATERIALS**—All work performed and materials and products furnished shall be in conformity, within indicated tolerances, with lines, grades, cross sections, details, dimensions, material and construction requirements shown or intended by the drawings and specifications.

When materials, products or work cannot be corrected, written notice of rejection will be issued. Rejected materials, products and work shall be eliminated from the project and acceptably replaced at Contractor's expense. The Contracting Officer's failure to reject any portion of the project shall not constitute implied acceptance nor in any way release the Contractor from Contract requirements.

- G. UNAUTHORIZED WORK AND MATERIALS**—Work performed or materials ordered or furnished for the project deviating from requirements and specifications without written authority, will be considered unauthorized and at Contractor's expense. The Government is not obligated to pay for unauthorized work. Unauthorized work and materials may be ordered removed and replaced at Contractor's expense.

**ARTICLE 11. INSPECTION AND ACCEPTANCE**—Except as otherwise provided in the Contract, inspection and test by the Government of material and workmanship required by the Contract shall be made at reasonable times and at the site of the work, unless the Contracting Officer determines that such inspection or test of material which is to be incorporated in the work shall be made at the place of production, manufacture or shipment of such material. To the extent specified by the Contracting Officer at the time of determining to make off-site inspection or test, such inspection or test shall be conclusive as to whether the material involved conforms to Contract requirements. Such off-site inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Government after acceptance of the completed work under the terms of the last paragraph of this Article, except as herein above provided.

The Contractor shall, without charge, replace any material and correct any workmanship found by the Government not to conform to Contract requirements and specifications, unless in the public interest the Government consents to accept such material or workmanship with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises at Contractor's expense.

If the Contractor does not promptly replace rejected material or correct rejected workmanship, the Government:

1. May, by contract or otherwise, replace such material and correct such workmanship and charge the cost thereof to the Contractor, or
2. May terminate the Contractor's right to proceed in accordance with Article 5 herein.

The Contractor shall furnish promptly, without additional cost to the Government, all facilities, labor and material reasonably needed for performing such safe and convenient inspection and test as may be required by the Contracting Officer. All inspections and tests by the Government shall be performed in such manner as not unnecessarily to delay the work. Special, full size, and performance tests shall be performed as described in the Contract. The Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready for inspection at the time specified by the Contractor.

Should it be considered necessary or advisable by the Contracting Officer at any time before acceptance of the work, either in part or in its entirety, to make an examination of work completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and material to do same. If such work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, an equitable adjustment shall be made in the Contract price to compensate the Contractor for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, he shall, in addition, be granted an equitable extension of time.

Unless otherwise provided in the Contract, acceptance by the Government will be made as promptly as practicable after completion and inspection of all work required by the Contract. Acceptance shall be final and conclusive except as regards to latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Government's rights under any warranty or guaranty, or as otherwise provided herein.

**ARTICLE 12. SUPERINTENDENCE BY CONTRACTOR**—The Contractor shall give his personal superintendence to the performance of the work or have a competent foreman or superintendent, satisfactory to the Contracting Officer, on the work site at all times during progress, with authority to act for him.

**ARTICLE 13. PERMITS AND RESPONSIBILITIES**—The Contractor shall, without expense to the Government, be responsible for obtaining any necessary licenses, certificates and permits, and for complying with any applicable Federal, State, and Municipal laws, codes and regulations, in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occurs as a result of his fault or negligence. He shall take proper safety, health and environmental precautions to protect the work, the workers, the public, and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which theretofore may have been accepted.

**ARTICLE 14. INDEMNIFICATION**—

- A. The Contractor shall indemnify and save harmless the Government and all of its officers, agents and servants against any and all claims or liability arising from or based on, or as a consequence or result of, any act, omission or default of the Contractor, his employees, or his subcontractors, in the performance of, or in connection with, any work required, contemplated or performed under the Contract.

- B.** Disputes between the Contractor and any subcontractors, material suppliers, or any other third parties over payments allegedly owed by the Contractor to a third party shall be resolved exclusively between the Contractor and the third party; the Contractor shall permit no pass-through suits to be brought against the Government by a third party in the Contractor's name. However, nothing herein shall be construed to prevent the Contractor from paying a subcontractor's claim and seeking a timely equitable adjustment hereunder.

**ARTICLE 15. PROTECTION AGAINST TRESPASS**—Except as otherwise expressly provided in the Contract, the Contractor is authorized to refuse admission either to the premises or to the working space covered by the Contract to any person whose admission is not specifically authorized in writing by the Contracting Officer.

**ARTICLE 16. CONDITIONS AFFECTING THE WORK**

- A. GENERAL**—The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work and the cost thereof. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the work as specified without additional expense to the Government. The Government assumes no responsibility for any understanding or representation concerning conditions made by any of its officers or agents prior to the execution of the Contract, unless such understanding or representation by the Government is expressly stated in the Contract.
- B. WORK AND STORAGE SPACE**—Available work and storage space designated by the Government shall be developed as required by the Contract or restored at completion of the project by the Contractor to a condition equivalent to that existing prior to construction. No payment will be made for furnishing or restoration of any work and storage space. If no area is designated or the area designated is not sufficient for the Contractor's operations, he shall obtain necessary space elsewhere at no expense or liability to the Government.
- C. WORK ON SUNDAYS, LEGAL HOLIDAYS AND AT NIGHT**—No work shall be done at any time on Sundays or legal holidays or on any other day before 7 a.m. or after 7 p.m., except with the written permission of the Contracting Officer and pursuant to the requirements of the Police Requirements of the Government.
- D. EXISTING FEATURES**—Subsurface and topographic information including borings data, utilities data and other physical data contained in the Contract or otherwise available, are not intended as representations or warranties but are furnished as available information. The Government assumes no expense or liability for the accuracy of, or interpretations made from, existing features. The Contractor shall be responsible for reasonable consideration of existing features above and below ground which may affect the project.
- E. UTILITIES AND VAULTS**—The Contractor shall take necessary measures to prevent interruption of service or damage to existing utilities within or adjacent to the project. It shall be the Contractor's responsibility to determine exact locations of all utilities in the field.

For any underground utility or vault encountered, the Contractor shall immediately notify the Contracting Officer and take necessary measures to protect the utility or vault and maintain the service until relocation by owner is accomplished. No additional payment will be made for the encountering of these obstructions.

In case of damage to utilities by the Contractor, either above or below ground, the Contractor shall restore such utilities to a condition equivalent to that which existed prior to the damage by repairing, rebuilding or otherwise restoring as may be directed, at the Contractor's sole expense.



Damaged utilities shall be repaired by the Contractor or, when directed by the Contracting Officer, the utility owner will make needed repairs at the Contractor's expense.

No compensation, other than authorized time extensions, will be allowed the Contractor for protective measures, work interruptions, changes in construction sequence, changes in methods of handling excavation and drainage or changes in types of equipment used, made necessary by existing utilities, imprecise utility or vault information or by others performing work within or adjacent to the project.

- F. SITE MAINTENANCE**—The Contractor shall maintain the project site in a neat and presentable manner throughout the course of all operations, and shall be responsible for such maintenance until final acceptance by the Government. Trash containers shall be furnished, maintained and emptied by the Contractor to the satisfaction of the Contracting Officer. Excavated earthwork, stripped forms and all other materials and debris not scheduled for reuse in the project shall be promptly removed from the site.

The Contracting Officer may order the Contractor to clean up the project site at any stage of work at no added expense to the Government. If the Contractor fails to comply with this order, the Contracting Officer may require the work to be done by others and the costs will be charged to the Contractor.

Upon completion of all work and prior to final inspection, the Contractor shall clean up and remove from the project area and adjacent areas all excess materials, equipment, temporary structures, and refuse, and restore said areas to an acceptable condition.

- G. PRIVATE WORK**—Except as specifically authorized by the Contracting Officer, the Contractor shall not perform any private work abutting Government projects with any labor, materials, tools, equipment, supplies or supervision scheduled for the Contract until all work under the Contract has been completed. Contract materials used for any unauthorized purpose shall be subtracted from Contract amount.

- H. GOVERNMENT NOISE CONTROL ACT OF 1977**—The contractor shall be in strict compliance with [D.C. Law 2-53, Government of Columbia Noise Control Act of 1977 and all provisions thereof. Effective March 16, 1978. 24 D.C.Register 5293.] (Or relevant local law)

**ARTICLE 17. OTHER CONTRACTS**—The Government may undertake or award other contracts for additional work and the Contractor shall fully cooperate with such other contractors and Government employees and carefully coordinate his own work with such additional work as may be directed by the Contracting Officer. It is the duty of the Contractor to coordinate its activities with all third parties, including, but not limited to utilities, who may affect the Contract work hereunder. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Government employees. The Government assumes no liability, other than authorized time extensions, for Contract delays and damages resulting from delays and lack of progress by others. The Contractor shall make no claim against the Government for delay or damages resulting from the actions of third parties, including, but limited to utilities.

**ARTICLE 18. PATENT INDEMNITY**—Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any Letters Patent of the United States (except Letters Patent issued upon an application which is now or may hereafter be, for reasons of national security, ordered by the Federal Government to be kept classified or otherwise withheld from issue) arising out of the performance of the Contract or out of the use or disposal, by or for the account of the Government, of supplies furnished or construction work performed hereunder.

**ARTICLE 19. ADDITIONAL BOND SECURITY**—If any surety upon any bond furnished in connection with the Contract becomes unacceptable to the Government, or if any such surety fails to furnish reports

as to his financial condition from time to time as requested by the Government, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Government and of persons supplying labor or materials in the prosecution of the work contemplated by the Contract. Provided that upon the failure of the Contractor to furnish such additional security within ten (10) days after written notice so to do, all payments under the Contract will be withheld until such additional security is furnished.

**ARTICLE 20. COVENANT AGAINST CONTINGENT FEES**—The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**ARTICLE 21. APPOINTMENT OF ATTORNEY**—The Contractor does hereby irrevocably designate and appoint the Clerk of the Superior Court of the Government and his successors in office as the true and lawful attorney of the Contractor for the purpose of receiving service of all notices and processes issued by any court in the Government, as well as service of all pleadings and other papers, in relation to any action or legal proceeding arising out of or pertaining to the Contract or the work required or performed hereunder.

The Contractor expressly agrees that the validity of any service upon the said Clerk as herein authorized shall not be affected either by the fact that the Contractor was personally within the District of Columbia and otherwise subject to personal service at the time of such service upon the said Clerk or by the fact that the Contractor failed to receive a copy of such process, notice, pleading or other paper so served upon the said Clerk, provided that said Clerk shall have deposited in the United States mail, certified and postage prepaid, a copy of such process, notice, pleading or other papers addressed to the Contractor at the address stated in the Contract.

**ARTICLE 22. GOVERNMENT EMPLOYEES NOT TO BENEFIT** — Unless a determination is made as provided herein, no officer or employee of the Government will be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer or any Government employee authorized to execute contracts in which they or an employee of the Government will be personally interested shall be void, and no payment shall be made thereon by the Government or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. A Government employee shall not be a party to a contract with the Government and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when the Government's needs cannot reasonably otherwise be met. [DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code, section 2-310.01, and Chapter 18 of the DC Personnel Regulations] (Or relevant local law). The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

**ARTICLE 23. WAIVER**—No Governmental waiver of any breach of any provision of the Contract shall operate as a waiver of such provision or of the Contract or as a waiver of subsequent or other breaches of the same or any other provision of the Contract; nor shall any action or non-action by the Contracting Officer or by the Government be construed as a waiver of any provision of the Contract or of any breach thereof unless the same has been expressly declared or recognized as a waiver by the Contracting Officer or the Government in writing.

## ARTICLE 24. BUY AMERICAN

- A. AGREEMENT**—In accordance with the Buy American Act (41 USC 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 Contract, except for non-domestic material listed in the Contract.
- B. 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. -
- C. 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.
- D. 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 one-tenth of one percent of the total project cost, or \$2,500,000, whichever is greater.

## ARTICLE 25. TAXES

- A. FEDERAL EXCISE**—Materials, supplies and equipment are not subject to the Federal Manufacturer's Excise Tax, if they are furnished or used in connection with the Contract provided that title to such materials, supplies and equipment passes to the Government under the Contract. The Contractor shall in such cases furnish his subcontractors and suppliers with a purchaser's certificate in the form prescribed by the U.S. Internal Revenue Service.
- B. SALES AND USE TAXES**—Materials which are physically incorporated as a permanent part of real property are not subject to Government Sales and Use Tax. The Contractor shall, when purchasing such materials, furnish his suppliers with a Contractor's Exempt Purchase Certificate in the form prescribed in the Sales and Use Tax Regulations of the Government. Where the Contractor, subcontractor or material man has already paid the Sales and Use Tax on material, as prescribed above, the Sales and Use Tax Regulations of the Government permit the Contractor, subcontractor or material man to deduct the sales or use tax on the purchase price of the same on his next monthly return as an adjustment. However, the Contractor, subcontractor or material man must satisfy the Chief Financial Officer for the Government that no sum in reimbursement of such tax was included in the Contract or else that the Government has received a credit under the Contract in an amount equal to such tax.

Government Sales and Use Tax shall be paid on any material and supplies, including equipment rentals, which do not become a physical part of the finished project. [See Government of Columbia Sales and Use Tax Administration Ruling No. 6] (Or relevant local law).

The Contractor, subcontractor, or material supplier shall provide proof of compliance with the provisions of [D.C. Law 9-260] (Or relevant local law), as amended, codified in [D.C. Code 46-103] (Or relevant local law), Employer Contributions, prior to award.

The Contractor, subcontractor, or material supplier shall provide proof of compliance with the applicable tax filing and licensing requirements set forth in [D.C. Code, Title 47, Taxation and Fiscal Affairs] (Or relevant local law), prior to contract award.

**ARTICLE 26. SUSPENSION OF WORK**—The Contracting Officer may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the Government.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Contracting Officer in the administration of the Contract, or by his failure to act within the time specified in the Contract (or if no time is specified, within a reasonable time), an adjustment will be made for an increase in the cost of performance of the Contract (excluding profit) necessarily caused by such unreasonable suspension, delay or interruption and the Contract modified in writing accordingly. However, no adjustment will be made under this Article for any suspension, delay or interruption to the extent:

1. That performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the contractor, or
2. For which an equitable adjustment is provided or excluded under any other provision of the Contract.

No claim under this Article shall be allowed:

1. For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and
2. Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Contract.

## **ARTICLE 27. SAFETY PROGRAM**

- A. GENERAL**—In order to provide safety controls for the protection of the life and health of Government and Contract employees and the general public; prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of the Contract, the Contractor shall comply with all applicable Federal and local laws governing safety, health and sanitation including the Safety Standards, Rules and Regulations issued by the American National Standards, U. S. Department of Labor, U. S. Department of Health and Human Services, [D.C. Minimum Wage and Industrial Safety Board] (Or relevant local law) and the latest edition of "Manual of Uniform Traffic Control Devices" issued by the Federal Highway Administration.

The Contractor shall also take or cause to be taken such additional safety measures as the Contracting Officer may determine to be reasonably necessary.

The Contractor shall designate one person to be responsible for carrying out the Contractor's obligation under this Article.

The Contractor shall maintain an accurate record of all accidents resulting in death, injury, occupational disease, and/or damage to property, materials, supplies, and equipment incident to work performed under the Contract. Copies of these reports shall be furnished to the Contracting Officer within two working days after occurrence.

The Contracting Officer will notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

This Article is applicable to all subcontractors used under the Contract and compliance with these provisions by the subcontractors will be the responsibility of the Contractor.

*(In Contracts involving work of short duration or of non-hazardous character, the following Section B. will be deleted by Special Provision)*

**B. CONTRACTOR'S PROGRAM SUBMISSION**—Prior to commencement of the work, the Contractor shall:

1. Submit in writing to the Contracting Officer for his approval his program for complying with this Article for accident prevention.
2. Meet with the Contracting Officer's Safety Representative after submission of the above program to develop a mutual understanding relative to the administration of the overall safety program.

**ARTICLE 28. RETENTION OF RECORDS**—Unless otherwise provided in the Contract, or by applicable statute, the Contractor, from the effective date of Contract completion and for a period of three years after final settlement under the Contract, shall preserve and make available to the Government at all reasonable times at the office of the Contractor but without direct charge to the Government, all his books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under the Contract.

**ARTICLE 29. RECOVERY OF DEBTS OWED THE GOVERNMENT**---The Contractor hereby agrees that the Government may use all or any portion of any payment, consideration or refund due the Contractor under the Contract to satisfy, in whole or part, any debt due the Government.

**ARTICLE 30. ADMINISTRATIVE LIQUIDATED DAMAGES**---In addition to any other liquidated damages provided for in the Contract, the Contractor hereby agrees that the Government may assess administrative liquidated damages for the Contractor's failure to submit when due any deliverable required by the Contract. Unless otherwise prescribed by the Contracting Officer, the rate of the administrative liquidated damages shall be \$250 per day until the required deliverable is received and accepted by the Government. The Government's remedies for failure to comply with the Contract terms and conditions are cumulative and not exclusive. Nothing herein shall be construed to limit the Government's ability to terminate the Contractor for the failure to submit Contract deliverables when due.

**ARTICLE 31. FORCE MAJEURE**---If the Contractor, because of Force Majeure, is rendered wholly or partly unable to perform its obligations when due under this Contract, the Contractor may be excused from whatever performance is affected by the Force Majeure to the extent so affected. In order to be excused from its performance obligations under this Contract by reason of Force Majeure, within 72 hours of the occurrence or event, the Contractor must provide the Contracting Officer written notice of its

inability to perform as well as a description of the force majeure and its effect on Contract performance. The Contracting Officer will have the right to cause the inspection of the work site to determine the validity of the Contractor's assertion of its inability to perform. If the Contracting Officer agrees that the Contractor is wholly or partly unable to perform its obligations under the Contract a decision will be issued indicating the extent to which the Contractor is excused from its performance obligations. In no event will the Contractor be entitled to money damages from the Government due to force majeure.

# Attachment K



## SBE SUBCONTRACTING PLAN

**INSTRUCTIONS:** All construction & non-construction contracts for **government-assisted projects** (**agency contracts** & **private project with District subsidy**) over \$250,000, shall require at least 35% of the amount of the contract (total amount of agency contract or total private project development costs) be subcontracted to Small Business Enterprises (SBE), if insufficient qualified SBEs to Certified Business Enterprises (CBE). The SBE Subcontracting Plan must list all SBE and CBE subcontracts at every tier. Once the SBE Subcontracting Plan is submitted for agency contracts, options & extensions, it can only be amended with DSLBD's consent.

**SUBMISSION OF SBE SUBCONTRACTING PLAN:**

- ▲ For **agency** solicitations - submit to agency with bid/proposal.
- ▲ For **agency** options & extensions - submit to agency before option or extension exercised.
- ▲ For **private projects** - submit to DSLBD, agency project manager and District of Columbia Auditor, with each quarterly report. As private projects may not have awarded all contracts at the time the District subsidy is granted, the SBE Subcontracting Plan may be submitted simultaneously with each quarterly report and list all SBE/CBE subcontracts executed by the time of submission.

**CREDIT:** For each subcontract listed on the SBE Subcontracting Plan, credit will only be given for the portion of the subcontract performed, at every tier, by a SBE/CBE using *its own organization and resources*. **COPIES OF EACH FULLY EXECUTED SUBCONTRACT WITH SBEs and CBEs (AT EVERY TIER) MUST BE PROVIDED TO RECEIVE CREDIT.**

**EXEMPTION:** If the **Beneficiary (Prime Contractor or Developer)** is a CBE and will perform the ENTIRE **government-assisted project** with its *own organization and resources* and will NOT subcontract any portion of the services and goods, then the CBE is not required to subcontract 35% to SBEs.

**BENEFICIARY (✓ which applies ☐ Prime Contractor or ☐ Developer) INFORMATION:**

Company: \_\_\_\_\_ Contact # \_\_\_\_\_ Email address: \_\_\_\_\_

Street Address: \_\_\_\_\_

✓ all that applies, Company is:

- ☐ a SBE ☐ a CBE ☐ CBE Certification Number: \_\_\_\_\_
- ☐ WILL perform the ENTIRE agency contract or private project with its own organization and resources
- ☐ WILL subcontract a portion of the agency contract or private project

Company's point of contact for agency contract or private project:

Point of Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Contact # \_\_\_\_\_ Email address: \_\_\_\_\_

Street Address: \_\_\_\_\_

**GOVERNMENT-ASSISTED PROJECT (✓ which applies ☐ Agency Contract or ☐ Private Project) INFORMATION:**

**AGENCY SOLICITATION**

Solicitation Number \_\_\_\_\_  
Solicitation Due Date: \_\_\_\_\_  
Agency : \_\_\_\_\_  
Total Dollar Amount of Contract: \$ \_\_\_\_\_

*\*Design-Build must include total contract amount for both design and build phase of project.*

35% of Total Dollar Amount of Contract: \$ \_\_\_\_\_

Total Amount of All SBE/CBE subcontracts: \$ \_\_\_\_\_  
(include every lower tier)

**PRIVATE PROJECT**

District Subsidy: \_\_\_\_\_  
Agency Providing Subsidy: \_\_\_\_\_  
Amount of District Subsidy: \_\_\_\_\_  
Date District Subsidy Provided: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

Total Development Project Budget: \$ \_\_\_\_\_  
(include pre-construction and construction costs)

35% of Total Development Project Budget: \$ \_\_\_\_\_

Total Amount of All SBE/CBE subcontracts: \$ \_\_\_\_\_  
(include every lower tier)



## SBE/ CBE SUBCONTRACTORS (FOR EACH TIER):

<b>SBE/ CBE SUBCONTRACTOR INFORMATION:</b> <i>(For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount <b>including total design and build costs</b>) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)</i>			
SBE/ CBE Company	Address/Telephone No./ Email	Subcontractor Tier (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , etc.)	Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES
_____	_____	<u>Select Tier</u>	_____
Period of subcontract: _____  Price to be paid to the SBE/CBE Subcontractor: \$_____			SBE/ CBE Point of Contact  Name: _____  Title: _____  Telephone Number: _____  Email Address: _____
✓ <i>all that applies</i> , Subcontractor is: <input type="checkbox"/> a SBE <input type="checkbox"/> a CBE <input type="checkbox"/> CBE Certification #: _____ <input type="checkbox"/> SBE/CBE will perform the ENTIRE subcontract with its own organization and resources <input type="checkbox"/> SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)			

<b>SBE/ CBE SUBCONTRACTOR INFORMATION:</b> <i>(For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount <b>including total design and build costs</b>) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)</i>			
SBE/ CBE Company	Address/Telephone No./ Email	Subcontractor Tier (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , etc.)	Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES
_____	_____	<u>Select Tier</u>	_____
Period of subcontract: _____  Price to be paid to the SBE/CBE Subcontractor: \$_____			SBE/ CBE Point of Contact  Name: _____  Title: _____  Telephone Number: _____  Email Address: _____
✓ <i>all that applies</i> , Subcontractor is: <input type="checkbox"/> a SBE <input type="checkbox"/> a CBE <input type="checkbox"/> CBE Certification # _____ <input type="checkbox"/> SBE/CBE will perform the ENTIRE subcontract with its own organization and resources <input type="checkbox"/> SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)			

I \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, swear or affirm the above is true and accurate  
 (Name) (Title) (Prime Contractor/ Developer)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Date)

**Complete additional copies as needed.**



☐ **AGENCY CONTRACTING OFFICER'S USE ONLY** OR ☐ **AGENCY PROJECT MANAGER'S USE ONLY**  
 (✓ which applies. Only one option should be selected.)

AGENCY CONTRACT AWARD	PRIVATE PROJECT SUBSIDY AWARD
Agency: _____ Prime Contractor: _____ Contract Number: _____ Date SBE Subcontracting Plan Accepted: _____ Date agency contract signed: _____  Anticipated Start Date of Contract: _____ Anticipated End Date of Contract: _____  Total Dollar Amount of Contract: \$ _____  <i>*Design-Build must include total contract amount for both design and build phase of project.</i>  35% of Total Contract Amount: \$ _____  Total Amount of All SBE/CBE subcontracts: \$ _____ (include every tier)  <input checked="" type="checkbox"/> if applies <input type="checkbox"/> Base Period Contract -- Option/Extension Period: _____ <input type="checkbox"/> Multi-year Contract First year (period) of Contract: _____ Current year (period) of Contract: _____ <input type="checkbox"/> Design-Build --Date of Guaranteed Contract: _____  <input type="checkbox"/> Check if prime contractor is a CBE and will perform the ENTIRE government-assisted project (agency contract) with its own organization and resources and NOT subcontract any portion of services or goods.	Agency Providing Subsidy: _____ District Subsidy: _____ Developer: _____ Amount of District Subsidy: _____ Date District Subsidy Provided/ contract signed: _____  Anticipated Start Date of Project: _____ Anticipated End Date of Project: _____  Project Name: _____ Project Address: _____  Total Development Project Budget: \$ _____ (include pre-construction and construction costs)  35% of Total Development Project Budget: \$ _____  Total Amount of All SBE/CBE subcontracts: \$ _____ (include every lower tier)  <input type="checkbox"/> Check if developer is a CBE and will perform the ENTIRE government-assisted project (private project) with its own organization and resources and NOT subcontract any portion of services or goods.

☐ **AGENCY CONTRACTING OFFICER'S AFFIRMATION** OR ☐ **AGENCY PROJECT MANAGER'S AFFIRMATION**  
 (✓ which applies)

The Below Agency Contracting Officer or Agency Project Manager Affirms the following (✓ to affirm):

- ☐ If the Beneficiary is a CBE, DSLBD was contacted to confirm Beneficiary's CBE certification;
- ☐ The fully executed Contract (Base or Option or Extension or Multi-Year) or subsidy document, between the Beneficiary and Agency, was emailed to DSLBD @ [Compliance.Enforcement@dc.gov](mailto:Compliance.Enforcement@dc.gov) within five (5) days of signing;
- ☐ **FOR AGENCY CONTRACT** the SBE Subcontracting Plan, submitted by Beneficiary, was emailed to DSLBD @ [Compliance.Enforcement@dc.gov](mailto:Compliance.Enforcement@dc.gov) within five (5) days of signing the contract between the Beneficiary and Agency.

\_\_\_\_\_  
 Name of Agency Contracting Officer or Agency Project Manager

\_\_\_\_\_  
 Title of Agency Contracting Officer or Agency Project Manager

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

# Attachment L



**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
FIRST SOURCE EMPLOYMENT AGREEMENT FOR  
CONSTRUCTION PROJECTS ONLY**



**GOVERNMENT-ASSISTED PROJECT/CONTRACT INFORMATION**

CONTRACT/SOLICITATION NUMBER: \_\_\_\_\_  
DISTRICT CONTRACTING AGENCY: \_\_\_\_\_  
CONTRACTING OFFICER: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
TOTAL CONTRACT AMOUNT: \_\_\_\_\_  
EMPLOYER CONTRACT AMOUNT: \_\_\_\_\_  
PROJECT NAME: \_\_\_\_\_  
PROJECT ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
PROJECT START DATE: \_\_\_\_\_ PROJECT END DATE: \_\_\_\_\_  
EMPLOYER START DATE: \_\_\_\_\_ EMPLOYER END DATE: \_\_\_\_\_

**EMPLOYER INFORMATION**

EMPLOYER NAME: \_\_\_\_\_  
EMPLOYER ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_ FEDERAL IDENTIFICATION NO.: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_  
LOCAL, SMALL, DISADVANTAGED BUSINESS ENTERPRISE (LSDBE) CERTIFICATION  
NUMBER: \_\_\_\_\_  
D.C. APPRENTICESHIP COUNCIL REGISTRATION NUMBER: \_\_\_\_\_  
ARE YOU A SUBCONTRACTOR ☐ YES ☐ NO IF YES, NAME OF PRIME  
CONTRACTOR: \_\_\_\_\_

This First Source Employment Agreement (Agreement), in accordance with Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2-219.01 – 2.219.05), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431) for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, (DOES) and EMPLOYER. Pursuant to this Agreement, the EMPLOYER shall use DOES as its first source for recruitment, referral, and placement of new hires or employees for all jobs created by the Government Assisted Project or Contract (Project). The EMPLOYER shall meet the hiring or hours worked percentage requirements for all jobs created by the Project as outlined below in Section VII. The EMPLOYER shall ensure that District of Columbia residents (DC residents) registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% (or 60% where applicable) of all apprenticeship hours worked in connection with the Project.

**I. DEFINITIONS**

The following definitions shall govern the terms used in this Agreement.

A. **Apprentice** means a worker who is employed to learn an apprenticeable occupation under the terms and conditions of approved apprenticeship standards.

B. **Beneficiary** means:

1. The signatory to a contract executed by the Mayor which involves any District of

Columbia government funds, or funds which, in accordance with a federal grant or otherwise, the District government administers and which details the number and description of all jobs created by a government-assisted project or contract for which the beneficiary is required to use the First Source Register;

2. A recipient of a District government economic development action including contracts, grants, loans, tax abatements, land transfers for redevelopment, or tax increment financing that results in a financial benefit of \$300,000 or more from an agency, commission, instrumentality, or other entity of the District government, including a financial or banking institution which serves as the repository for \$1 million or more of District of Columbia funds.
  3. A retail or commercial tenant that is a direct recipient of a District government economic development action, including contracts, grants, loans, tax abatements, land transfers for public redevelopment, or tax increment financing in excess of \$300,000.
- C. **Contracting Agency** means any District of Columbia agency that awarded a government assisted project or contract totaling \$300,000 or more.
- D. **Direct labor costs** means all costs, including wages and benefits, associated with the hiring and employment of personnel assigned to a process in which payroll expenses are traced to the units of output and are included in the cost of goods sold.
- E. **EMPLOYER** means any entity awarded a government assisted project or contract totaling \$300,000 or more.
- F. **First Source Employer Portal** means the website consisting of a connected group of static and dynamic (functional) pages and forms on the World Wide Web accessible by Uniform Resource Locator (URL) and maintained by DOES to provide information and reporting functionality to EMPLOYERS.
- G. **First Source Register** means the DOES Automated Applicant Files, which consists of the names of DC residents registered with DOES.
- H. **Good faith effort** means an EMPLOYER has exhausted all reasonable means to comply with any affirmative action, hiring, or contractual goal(s) pursuant to the First Source law and Agreement.
- I. **Government-assisted project or contract (Project)** means any construction or non-construction project or contract receiving funds or resources from the District of Columbia, or funds or resources which, in accordance with a federal grant or otherwise, the District of Columbia government administers, including contracts, grants, loans, tax abatements or exemptions, land transfers, land disposition and development agreements, tax increment financing, or any combination thereof, that is valued at \$300,000 or more.
- J. **Hard to employ** means a District of Columbia resident who is confirmed by DOES as:
1. An ex-offender who has been released from prison within the last 10 years;
  2. A participant of the Temporary Assistance for Needy Families program;
  3. A participant of the Supplemental Nutrition Assistance Program;
  4. Living with a permanent disability verified by the Social Security Administration or

District vocational rehabilitation program;

5. Unemployed for 6 months or more in the last 12-month period;
  6. Homeless;
  7. A participant or graduate of the Transitional Employment Program established by [§ 32-1331](#); or
  8. An individual who qualified for inclusion in the Work Opportunity Tax Credit Program as certified by the Department of Employment Services.
- K. **Indirect labor costs** means all costs, including wages and benefits, that are part of operating expenses and are associated with the hiring and employment of personnel assigned to tasks other than producing products.
- L. **Jobs** means any union and non-union managerial, nonmanagerial, professional, nonprofessional, technical or nontechnical position including: clerical and sales occupations, service occupations, processing occupations, machine trade occupations, bench work occupations, structural work occupations, agricultural, fishery, forestry, and related occupations, and any other occupations as the Department of Employment Services may identify in the Dictionary of Occupational Titles, United States Department of Labor.
- M. **Journeyman** means a worker who has attained a level of skill, abilities and competencies recognized within an industry as having mastered the skills and competencies required for the occupation.
- N. **Revised Employment Plan** means a document prepared and submitted by the EMPLOYER that includes the following:
1. A projection of the total number of hours to be worked on the project or contract by trade;
  2. A projection of the total number of journey worker hours, by trade, to be worked on the project or contract and the total number of journey worker hours, by trade, to be worked by DC residents;
  3. A projection of the total number of apprentice hours, by trade, to be worked on the project or contract and the total number of apprentice hours, by trade, to be worked by DC residents;
  4. A projection of the total number of skilled laborer hours, by trade, to be worked on the project or contract and the total number of skilled laborer hours, by trade, to be worked by DC residents;
  5. A projection of the total number of common laborer hours to be worked on the project or contract and the total number of common laborer hours to be worked by DC residents;
  6. A timetable outlining the total hours worked by trade over the life of the project or contract and an associated hiring schedule;
  7. Descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions;

8. A strategy to fill the hours required to be worked by DC residents pursuant to this paragraph, including a component on communicating these requirements to contractors and subcontractors and a component on potential community outreach partnerships with the University of the District of Columbia, the University of the District of Columbia Community College, the Department of Employment Services, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government-approved, community-based job training providers;
  9. A remediation strategy to ameliorate any problems associated with meeting these hiring requirements, including any problems encountered with contractors and subcontractors;
  10. The designation of a senior official from the general contractor who will be responsible for implementing the hiring and reporting requirements;
  11. Descriptions of the health and retirement benefits that will be provided to DC residents working on the project or contract;
  12. A strategy to ensure that District residents who work on the project or contract receive ongoing employment and training opportunities after they complete work on the job for which they were initially hired and a review of past practices in continuing to employ DC residents from one project or contract to the next;
  13. A strategy to hire graduates of District of Columbia Public Schools, District of Columbia public charter schools, and community-based job training providers, and hard-to-employ residents; and
  14. A disclosure of past compliance with the Workforce Act and the Davis-Bacon Act, where applicable, and the bidder or offeror's general DC resident hiring practices on projects or contracts completed within the last 2 years.
- O. **Tier Subcontractor** means any contractor selected by the primary subcontractor to perform portion(s) or all work related to the trade or occupation area(s) on a contract or project subject to this First Source Agreement.
- P. **Washington Metropolitan Statistical Area** means the District of Columbia; Virginia Cities of Alexandria, Fairfax, Falls Church, Fredericksburg, Manassas, and Manassas Park; the Virginia Counties of Arlington, Clarke, Fairfax, Fauquier, Loudon, Prince William, Spotsylvania, Stafford, and Warren; the Maryland Counties of Calvert, Charles, Frederick, Montgomery and Prince Georges; and the West Virginia County of Jefferson.
- Q. **Workforce Intermediary Pilot Program** means the intermediary between employers and training providers to provide employers with qualified DC resident job applicants. See DC Official Code § 2-219.04b.

## II. GENERAL TERMS

- A. Subject to the terms and conditions set forth herein, DOES will receive the Agreement from the Contracting Agency no less than 7 calendar days in advance of the Project start date. No work associated with the relevant Project can begin until the Agreement has been accepted by DOES.
- B. The EMPLOYER will require all Project contractors and Project subcontractors with contracts or subcontracts totaling \$300,000 or more to enter into an Agreement with DOES.

- C. DOES will provide recruitment, referral, and placement services to the EMPLOYER, subject to the limitations in this Agreement.
- D. This Agreement will take effect when signed by the parties below and will be fully effective through the duration, any extension or modification of the Project and until such time as construction is complete and a certificate of occupancy is issued.
- E. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Project (both union and nonunion) include all of EMPLOYER'S job openings and vacancies in the Washington Metropolitan Statistical Area created for the Project as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this Project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.
- F. This Agreement includes apprentices as defined in D.C. Official Code §§ 32-1401- 1431.
- G. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any collective bargaining unit involved with this Project a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.
- H. The EMPLOYER who contracts with the District of Columbia government to perform construction, renovation work, or information technology work with a single contract, or cumulative contracts, of at least \$500,000, let within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council as required by DC Code 32-1431.
- I. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise this First Source Agreement shall remain in full force and effect and transferee shall remain subject to all provisions herein. In addition, the EMPLOYER as a condition of transfer shall:
  - 1. Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.
  - 2. Notify DOES within 7 business days of the transfer. This notice will include the name of the party taking possession and the name and telephone of that party's representative.
- J. The EMPLOYER and DOES may mutually agree to modify this Agreement. Any modification shall be in writing, signed by the EMPLOYER and DOES and attached to the original Agreement.
- K. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.

### **III. TRAINING**

- A. DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs as approved by DOES; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and will be set forth in a separate



#### **IV. RECRUITMENT**

- A. The EMPLOYER will complete the attached Revised Employment Plan that will include the information outlined in Section I.N., above.
- B. The EMPLOYER will post all job vacancies with the Job Bank Services of DOES at <http://does.dc.gov> within 7 days of executing the Agreement. Should you need assistance posting job vacancies, please contact Job Bank Services at (202) 698-6001.
- C. The EMPLOYER will notify DOES of all new jobs created for the Project within at least 7 business days (Monday - Friday) of the EMPLOYERS' identification/creation of the new jobs. The Notice of New Job Creation shall include the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed. This must be done before using any other referral source.
- D. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce shall be reported to DOES for placement and referral, if the job is newly created. EMPLOYER shall provide DOES a Notice of New Job Creation that details such promotions in accordance with Section IV.C.
- E. The EMPLOYER will submit to DOES, prior to commencing work on the Project, a list of Current Employees that includes the name, social security number, and residency status of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project. All EMPLOYER information reviewed or gathered, including social security numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

#### **V. REFERRAL**

- A. DOES will screen applicants through carefully planned recruitment and training events and provide the EMPLOYER with a list of qualified applicants according to the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed as supplied by the EMPLOYER in its Notice set forth above in Section IV.C.
- B. DOES will notify the EMPLOYER of the number of applicants DOES will refer, prior to the anticipated hiring dates.

#### **VI. PLACEMENT**

- A. EMPLOYER shall in good faith, use reasonable efforts to select its new hires or employees from among the qualified applicants referred by DOES. All hiring decisions are made by the EMPLOYER.
- B. In the event that DOES is unable to refer qualified applicants meeting the EMPLOYER'S established qualifications, within 7 business days (Monday - Friday) from the date of notification from the EMPLOYER, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. The EMPLOYER will still be required to meet the hiring or hours worked percentages for all jobs created by the Project.
- C. After the EMPLOYER has selected its employees, DOES is not responsible for the

employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

## **VII. REPORTING REQUIREMENTS**

- A. EMPLOYER is given the choice to report hiring or hours worked percentages either by Prime Contractor for the entire Project or per each Sub-contractor.
- B. EMPLOYER with Projects valued at a minimum of \$300,000 shall hire DC residents for at least 51% of all new jobs created by the Project.
- C. EMPLOYER with Projects totaling \$5 million or more shall meet the following hours worked percentages for all jobs created by the Project:
  - 1. At least 20% of journey worker hours by trade shall be performed by DC residents;
  - 2. At least 60% of apprentice hours by trade shall be performed by DC residents;
  - 3. At least 51% of the skilled laborer hours by trade shall be performed by DC residents; and
  - 4. At least 70% of common laborer hours shall be performed by DC residents.
- D. EMPLOYER shall have a user name and password for the First Source Employer Portal for electronic submission of all monthly Contract Compliance Forms, weekly certified payrolls and any other documents required by DOES for reporting and monitoring.
- E. EMPLOYER with Projects valued at a minimum of \$300,000 shall provide the following monthly and cumulative statistics on the Contract Compliance Form:
  - 1. Number of new job openings created/available;
  - 2. Number of new job openings listed with DOES, or any other District Agency;
  - 3. Number of DC residents hired for new jobs;
  - 4. Number of employees transferred to the Project;
  - 5. Number of DC residents transferred to the Project;
  - 6. Direct or indirect labor cost associated with the project;
  - 7. Each employee's name, job title, social security number, hire date, residence, and referral source; and
  - 8. Workforce statistics throughout the entire project tenure.
- F. In addition to the reporting requirements outlined in E, EMPLOYER with Projects totaling \$5 million or more shall provide the following monthly and cumulative statistics on the Contract Compliance Form:
  - 1. Number of journey worker hours worked by DC residents by trade;
  - 2. Number of hours worked by all journey workers by trade;
  - 3. Number of apprentice hours worked by DC residents by trade;
  - 4. Number of hours worked by all apprentices by trade;
  - 5. Number of skilled laborer worker hours worked by DC residents by trade;
  - 6. Number of hours worked by all skilled laborers by trade;
  - 7. Number of common laborer hours worked by DC residents by trade; and
  - 8. Number of hours worked by all common laborers by trade.

- G. EMPLOYER can “double count” hours for the “hard to employ” up to 15% of total hours worked by DC Residents.
- H. For construction Projects that are not subject to Davis-Bacon law in which certified payroll records do not exist, EMPLOYER must submit monthly documents of workers employed on the Project to DOES, including DC residents and all employment classifications of hours worked.
- I. EMPLOYER may also be required to provide verification of hours worked or hiring percentages of DC residents, such as internal payroll records for construction Projects that are not subject to Davis-Bacon.
- J. Monthly, EMPLOYER must submit weekly certified payrolls from all subcontractors at any tier working on the Project to the Contracting Agency. EMPLOYER is also required to make payroll records available to DOES as a part of compliance monitoring, upon request at job sites.

## **VIII. FINAL REPORT AND GOOD FAITH EFFORTS**

- A. With the submission of the final request for payment from the Contracting Agency, the EMPLOYER shall:
  - 1. Document in a report to DOES its compliance with the hiring or hours worked percentage requirements for all jobs created by the Project and the percentages of DC residents employed in all Trade Classifications, for each area of the Project; or
  - 2. Submit to DOES a request for a waiver of the hiring or hours worked percentage requirements for all jobs created by the Project that will include the following documentation:
    - a. Documentation supporting EMPLOYER’S good faith effort to comply;
    - b. Referrals provided by DOES and other referral sources; and
    - c. Advertisement of job openings listed with DOES and other referral sources.
- B. DOES may waive the hiring or hours worked percentage requirements for all jobs created by the Project, and/or the required percentages of DC residents in all Trade Classifications areas on the Project, if DOES finds that:
  - 1. EMPLOYER demonstrated a good faith effort to comply, as set forth in Section C, below; or
  - 2. EMPLOYER is located outside the Washington Metropolitan Statistical Area and none of the contract work is performed inside the Washington Metropolitan Statistical Area.
  - 3. EMPLOYER entered into a special workforce development training or placement arrangement with DOES or with the District of Columbia Workforce Intermediary; or
  - 4. DOES certified that there are insufficient numbers of DC residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Project. No failure by Employer to request a waiver under any other provision hereunder shall be considered relevant to a requested waiver under this Subsection.
- C. DOES shall consider documentation of the following when making a determination of a good-faith effort to comply:

1. Whether the EMPLOYER posted the jobs on the DOES job website for a minimum of 10 calendar days;
2. Whether the EMPLOYER advertised each job opening in a District newspaper with city-wide circulation for a minimum of 7 calendar days;
3. Whether the EMPLOYER advertised each job opening in special interest publications and on special interest media for a minimum of 7 calendar days;
4. Whether the EMPLOYER hosted informational/recruiting or hiring fairs;
5. Whether the EMPLOYER contacted churches, unions, and/or additional Workforce Development Organizations;
6. Whether the EMPLOYER interviewed employable candidates;
7. Whether the EMPLOYER created or participated in a workforce development program approved by DOES;
8. Whether the EMPLOYER created or participated in a workforce development program approved by the District of Columbia Workforce Intermediary;
9. Whether the EMPLOYER substantially complied with the relevant monthly reporting requirements set forth in this section;
10. Whether the EMPLOYER has submitted and substantially complied with its most recent employment plan that has been approved by DOES; and
11. Any additional documented efforts.

## **IX. MONITORING**

- A. DOES is the District agency authorized to monitor and enforce the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2 219.01 – 2.219.05), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431). As a part of monitoring and enforcement, DOES may require and EMPLOYER shall grant access to Project sites, employees, and documents.
- B. EMPLOYER’S noncompliance with the provisions of this Agreement may result in the imposition of penalties.
- C. All EMPLOYER information reviewed or gathered, including social security numbers, as a result of DOES’ monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.
- D. DOES shall monitor all Projects as authorized by law. DOES will:
  1. Review all contract controls to determine if Prime Contractors and Subcontractors are subject to DC Law 14-24.
  2. Notify stakeholders and company officials and establish meetings to provide technical assistance involving the First Source Process.

3. Make regular construction site visits to determine if the Prime or Subcontractors' workforce is in concurrence with the submitted Agreement and Monthly Compliance Reports.
4. Inspect and copy certified payroll, personnel records and any other records or information necessary to ensure the required workforce utilization is in compliance with the First Source Law.
5. Conduct desk reviews of *Monthly Compliance Reports*.
6. Educate EMPLOYERS about additional services offered by DOES, such as On-the-Job training programs and tax incentives for EMPLOYERS who hire from certain categories.
7. Monitor and complete statistical reports that identify the overall project, contractor, and sub contractors' hiring or hours worked percentages.
8. Provide formal notification of non-compliance with the required hiring or hours worked percentages, or any alleged breach of the First Source Law to all contracting agencies, and stakeholders. ***(Please note: EMPLOYERS are granted 30 days to correct any alleged deficiencies stated in the notification.)***

## **X. PENALTIES**

- A. Willful breach of the Agreement by the EMPLOYER, failure to submit the Contract Compliance Reports, deliberate submission of falsified data or failure to reach specific hiring or hours worked requirements may result in DOES imposing a fine of 5% of the total amount of the direct and indirect labor costs of the contract for the positions created by EMPLOYER. Fines will also include additional prorated fines of 1/8 of 1% of total contract amount for not reaching specific hiring or hours worked requirements. Prime Contractors who choose to report all hiring or hours worked percentages cumulatively (overall construction project) will be penalized, if hiring or hours worked percentage requirements are not met.
- B. EMPLOYERS who have been found in violation 2 times or more over a 10 year period may be debarred and/or deemed ineligible for consideration for Projects for a period of 5 years.
- C. Appeals of violations or fines are to be filed with the Contract Appeals Board.

I hereby certify that I have the authority to bind the EMPLOYER to this Agreement.

By:

\_\_\_\_\_  
EMPLOYER Senior Official

\_\_\_\_\_  
Name of Company

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Signature Department of Employment Services

\_\_\_\_\_  
Date

# Attachment M

# GOVERNMENT OF THE DISTRICT OF COLUMBIA

## Department of Employment Services

MURIEL BOWSER  
MAYOR



DEBORAH A. CARROLL  
DIRECTOR

### LIVING WAGE ACT FACT SHEET

The “Living Wage Act of 2006,” Title I of D.C. Law 16-118, (D.C. Official Code §§2-220.01-.11) became effective June 9, 2006. It provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of \$100,000 or more shall pay affiliated employees wage no less than the current living wage rate.

**Effective January 1, 2016, the living wage rate is \$13.84 per hour.**

Subcontractors of D.C. government contractors who receive \$15,000 or more from the contract and subcontractors of the recipients of government assistance who receive \$50,000 or more from the assistance are also required to pay their affiliated employees no less than the current living wage rate.

“Affiliated employee” means any individual employed by a recipient who receives compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or a contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the government assistance or contract, or who are otherwise employed by the contractor, recipient or subcontractor.

**Exemptions** – The following contracts and agreements are exempt from the Living Wage Act:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District’s current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current 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;
6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as 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;



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 of Columbia;
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 (68 A 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 persons with intellectual disabilities 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); provided however, that a home care agency, a community residence facility, or a group home for persons with intellectual disabilities shall not be required to pay a living wage until implementing regulations are published in the D.C. Register and any necessary state plan amendments are approved; 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.

## Enforcement

The Department of Employment Services (DOES) and the D.C. Office of Contracting and Procurement (OCP) share monitoring responsibilities.

If you learn that a contractor subject to this law is not paying at least the current living wage, you should report it to the Contracting Officer. If you believe that your employer is subject to this law is not paying at least the current living wage, you may file a complaint with the DOES Office of Wage - Hour, located at 4058 Minnesota Avenue, N.E. Fourth Floor, Washington, D.C. 20019, call (202) 671-1880, or file your claim on-line: [www.does.dc.gov](http://www.does.dc.gov). Go to “File a Claim” tab.

For questions and additional information, contact the Office of Contracting and Procurement at (202) 727-0252 or the Department of Employment Services on (202) 671-1880.

**Please note:** *This fact sheet is for informational purposes only as required by Section 106 of the Living Wage Act. It should not be relied on as a definitive statement of the Living Wage Act or any regulations adopted pursuant to the law.*

# GOVERNMENT OF THE DISTRICT OF COLUMBIA

## Department of Employment Services

MURIEL BOWSER  
MAYOR



DEBORAH A. CARROLL  
DIRECTOR

January 12, 2016

Dear Employer:

Pursuant to the District of Columbia Living Wage Act of 2006, Title I of D.C. Law 16-118, D.C. Official Code § 2-220.01-.11), effective January 1, 2016, the living wage rate in the District of Columbia is **\$13.85**.

The Living Wage Rate determines the pay rate employers receiving economic development assistance or funding from the District must offer workers. The rate is reviewed annually and can be adjusted in proportion to the annual average increase in the Consumer Price Index for all Urban Consumers in the Washington Metropolitan Statistical Area published by the Bureau of Labor Statistics, U.S. Department of Labor. Based on the review, workers will receive an increase equal to \$.05 of the current living wage rate.

The Department of Employment Services/Office of Wage and Hour looks forward to continuing to provide quality service to all employers. Should you have any questions, please contact Mohammad R. Sheikh, Deputy Director for the Labor Standards Bureau, at 202-671-1555 or by e-mail at [mohammad.sheikh@dc.gov](mailto:mohammad.sheikh@dc.gov).

Sincerely,

Deborah A. Carroll  
Director

# Attachment N

**PAST PERFORMANCE EVALUATION FORM**

(Check appropriate box)

**OFFEROR** \_\_\_\_\_

<b>Performance Elements</b>	<b>Excellent</b>	<b>Good</b>	<b>Acceptable</b>	<b>Poor</b>	<b>Unacceptable</b>
<b>Quality of Services/ Work</b>					
<b>Timeliness of Performance</b>					
<b>Cost Control</b>					
<b>Business Relations</b>					
<b>Customer Satisfaction</b>					

1. Name and Title of Evaluator: \_\_\_\_\_
2. Signature of Evaluator: \_\_\_\_\_
3. Name of Organization: \_\_\_\_\_
4. Telephone Number of Evaluator: \_\_\_\_\_
- E-mail address of Evaluator: \_\_\_\_\_
5. State type of service received: \_\_\_\_\_
6. State Contract Number, Amount and Period of Performance \_\_\_\_\_
7. Remarks on Excellent Performance: Provide data supporting this observation. Continue on separate sheet if needed)
8. Remarks on unacceptable performance: Provide data supporting this observation. (Continue on separate sheet if needed)

Please submit completed evaluation to [jerusalem.belai@dc.gov](mailto:jerusalem.belai@dc.gov)

## RATING GUIDELINES

Summarize Contractor performance in each of the rating areas. Assign each area a rating of 0 (Unacceptable), 1 (Poor), 2 (Acceptable), 3 (Good), 4(Excellent), or ++ (Plus). Use the following instructions a guidance in making these evaluations.

	<b>Quality Product/Service</b>	<b>Cost Control</b>	<b>Timeless of Performance</b>	<b>Business Relations</b>
	<ul style="list-style-type: none"> <li>-Compliance with contract requirements</li> <li>-Accuracy of reports</li> <li>-Appropriateness of personnel</li> <li>-Technical excellence</li> </ul>	<ul style="list-style-type: none"> <li>-Within budget (over/ under target costs)</li> <li>-Current, accurate, and complete billings</li> <li>-Relationship of negated costs to actual</li> <li>-Cost efficiencies</li> <li>-Change order issue</li> </ul>	<ul style="list-style-type: none"> <li>-Meet Interim milestones</li> <li>-Reliable</li> <li>-Responsive to technical directions</li> <li>-Completed on time, including wrap-up and</li> <li>-contract administration</li> <li>-No liquidated damages assessed</li> </ul>	<ul style="list-style-type: none"> <li>-Effective management</li> <li>-Businesslike correspondence</li> <li>-Responsive to contract requirements</li> <li>-Prompt notification of contract problems</li> <li>-Reasonable/cooperative</li> <li>-Flexible</li> <li>-Pro-active</li> <li>-effective contractor recommended solutions</li> <li>-Effective snail/small disadvantaged business</li> <li>Subcontracting program</li> </ul>
<b>0. Zero</b>	Nonconformances are comprises the achievement of contract requirements, despite use of Agency resources	Cost issues are comprising performance of contract requirements.	Delays are comprising the achievement of contract requirements, Despite use of Agency resources.	Response to inquiries, technical/ service/administrative issues is not effective and responsive.
<b>1, Unacceptable</b>	Nonconformances require major Agency resources to ensure achievement of contract requirements.	Cost issues require major Agency resources to ensure achievement of contract requirements.	Delays require major Agency resources to ensure achievement of contract requirements.	response to inquiries, technical/ service/administrative issues is marginally effective and responsive.
<b>2. Poor</b>	Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Costs issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Responses to inquiries, technical/ service/administrative issues is somewhat effective and responsive.
<b>3. Acceptable</b>	Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Responses to inquires, technical/ service/administrative issues is usually effective and responsive.
<b>4. Good</b>	There are no quality problems.	There are no cost issues.	There are not delays.	Responses to inquiries, technical/ service/administrative issues is effective and responsive,
<b>5. Excellent</b>	The contractor has demonstrated an exceptional performance level in some or all of the above categories.			

# Attachment O

## **Certification Letter for Cashier's Check or Irrevocable Letter of Credit**

Offerors who submit a cashier's check or an irrevocable letter of credit ("Alternate Bid Security") in lieu of a bid bond must also submit this certification, properly notarized, with their proposal. By executing this document, Offeror acknowledges that, if awarded this contract, Offeror shall be required to post promptly a payment and performance bond equal to the full value of the contract. In the event Offeror fails to post such payment and performance bond, the Offeror understands and agrees that; (i) the Department shall draw upon the Alternate Bid Security as liquidated damages; (ii) the award and or contract shall be terminated; (iii) for a period of two (2) years thereafter, the Department will not accept from such Offeror Alternate Bid Security in lieu of a bid bond; and (iv) the Offeror hereby waives the right to protest the termination of any such award or contract. The Offeror further acknowledges and agrees that the damages the Department would experience in the event such award or contract are terminated due to the Offeror's failure to post a payment and performance bond are difficult to determine and that the value of the Alternate Bid Security represents a reasonable estimate of the damages the Department would incur.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

District of Columbia) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, a notary public in and for the District of Columbia, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be \_\_\_\_\_ of \_\_\_\_\_, and that he/she as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_

Notary Public  
My Commission Expires: \_\_\_\_\_