

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



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

**INVITATION FOR BIDS**

**CONSTRUCTION SERVICES  
FOR FURNISHING AND INSTALLATION OF NEW GENERATORS  
AT VARIOUS LOCATIONS**

**JULY 06, 2017**

**Bid Due Date:** July 20, 2017 by 2:00 p.m.

**Delivery of Bids:** Department of General Services  
Attn: George G. Lewis  
Associate Director  
Contracts and Procurement  
Contracts and Procurement Division  
2000 14<sup>th</sup> Street NW, 8<sup>th</sup> Floor  
Washington, DC 20009  
George.lewis@dc.gov  
Phone: (202) 724-4119

**Pre-Bid Conference:** **Emery Shelter on Tuesday July 11, 2017 at 9:00AM**  
1725 Lincoln Rd NE  
Washington DC 20002

**Site Visit:** **July 11, 2017 Following the Pre-Bid Conference**  
per location (4) at vendor(s) request

**Contact:** Michael Momb  
Contract Specialist  
Department of General Services  
1250 U Street, NW, 3rd Floor  
Washington, DC 20009  
(202) 724-4119  
Michael.Momb@dc.gov

**Solicitation Number:** DCAM-17-CS-0106

## **Executive Summary**

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

The Department of General Services (“Department” or “DGS”), on behalf of the Department of Human Services, is issuing this Invitation for Bids to engage a General Construction Contractor (Contractor) to furnish and install new standby generators at locations as indicated in Section B.1.1.

The facilities where the generators are to be installed are used by the District of Columbia to provide temporary housing for the Homeless. The new installation will eliminate the clients from moving out of the facilities in the event of an interruption in the power supply.

### **A.1 Drawings and Specifications**

The Department has already commissioned a permit set of Drawings and Specifications for each location, copies of which are attached hereto as **Attachment A** (“**Drawings and Specifications**”). The selected Contractor will be required to provide all labor, tools, equipment, materials, and professional services necessary to perform the work called for in the Drawings and Specifications, as well as any work that is not specifically identified in the Drawings and Specifications but which is reasonably inferable therefrom. The Department expects that the Contractor will deliver a turn-key Project at each school.

### **A.2 Permits**

The Contractor will be responsible for procuring all trade and public space Permits, as well as any additional permits required for this Project.

### **A.3 Fix Price**

This will be a Firm Fix Price contract. Bidders will be required to provide a Firm fixed-price for each of the four locations that they intend to submit a bid for; Bidders may bid on any, or all of the proposed location sites. The Department reserves the right to make multiple awards. The Firm fixed-price shall include sufficient funds to cover all the expenses necessary to complete the Project, including, but not limited to, profit, home and field office overhead, supervision, labor, materials, equipment, bonds, insurance and other services that may be required to obtain the necessary permits, and construct the work. The Firm fixed-price shall also include sufficient funding to fund items that are not specifically identified on the Drawings and Specifications but which are reasonably inferable therefrom. Bidders will be required to submit with their proposal an Offer Letter in substantially the form of Attachment B on the Bidder’s letterhead setting forth its Firm fixed-price and a schedule of values for each site.

#### **A.4 Contract Documents**

The resulting contract will consist of: (i) Offer/Award Form; (ii) Sections A & B of this IFB; (iii) the Standard Contract Provisions, included here as **Attachment G**; (iv) the Drawings and Specifications; and (v) such other exhibits and attachments as are incorporated into the contract.

#### **A.5 Procurement Schedule**

The schedule for this procurement is as follows:

- Issue IFB - July 06, 2017
- Pre-bid Conference - July 11, 2017 at 9:00 PM
- Site Visits -  
Tuesday, July 11, 2017  
9:00 am Emery Shelter  
The next three (3) site visits will be held on the same day if vendor(s) find it necessary.
- Last Day for Questions/Clarifications - July 12, 2017 by 5:00PM
- Bids Due - July 20, 2017 at 2:00PM
- Bid Opening - July 20, 2017 at 2:30PM
- Notice of Award - Estimated July 24, 2017

#### **A.6 Attachments**

<b>Attachment A</b>	- Drawings and Specifications and Survey Report
<b>Attachment B</b>	- Form of Offer Letter
<b>Attachment C</b>	- Tax Affidavit
<b>Attachment D</b>	- Davis-Bacon Wage Rates
<b>Attachment E</b>	- Bid Bond Form
<b>Attachment F</b>	- Bid Offeror Certification Form
<b>Attachment G</b>	- Bid Guarantee Certification
<b>Attachment H</b>	-Bond Guaranty Form
<b>Attachment I</b>	- Standard Contract Provisions
<b>Attachment J</b>	- Subcontracting Plan Form
<b>Attachment K</b>	- 2017 Living Wage Act Notice and Fact Sheet
<b>Attachment L</b>	- First Source Employment Agreement
<b>Attachment M</b>	- Award Signature Page
<b>Attachment N</b>	- EEO Policy Form

## **SECTION B            SCOPE OF WORK**

The Contractor shall furnish and install new standby generators at the locations listed in Section B. 1.1 along with all associated equipment and accessories as shown on the attached drawings and in accordance with the project specifications. The construction shall be in accordance with industry best practices and standards and shall meet, as a minimum, Title 12 DCMR DC Construction Codes Supplement (2013) and 2012 International Building Code. Contractor shall be required to fully construct the Project in accordance with the drawings, specifications, schedule and budget that are issued for the Project.

### **B.1.1 Locations**

<b>Shelter Name</b>	<b>Address</b>	<b>Number of Generators</b>
Emergency Housing (Family)	342 37 <sup>th</sup> Street SE, 20019	1
New York Avenue Shelter	1355 New York Ave NE, 20002	1
Blair Shelter	634 I Street NE, 20002	1
Emery Shelter	1725 Lincoln Road NE, 20002	1

### **B.2      Key Personnel**

In its proposal, each Offeror will be required to identify its key personnel. Key personnel shall include, at a minimum, the following individuals: (i) the Project Executive; (ii) project manager and (iii) field superintendent;. 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. Please provide a table that identifies the specific staff that will be assigned to this Project, the time periods during which the individual will work on the Project.

### **B.3      Licensing, Accreditation and Registration**

The Contractor and all of its subcontractors and subconsultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract. Without limiting the generality of the foregoing, all drawings shall be signed and sealed by a professional architect or engineer licensed in the District of Columbia, as required by the District codes.

### **B.4      Conformance with Laws**

It shall be the responsibility of the Contractor 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.

### **B.5      Time is of the Essence**

Time is of the essence with respect to the contract. The Project must be complete in 210 days from the date of award. As such, the Contractor must dedicate such personnel and other resources as are necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.

## **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 Bidders 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 a Bidder's proposal:

- Three (3) preference points shall be awarded if the Bidder is certified as having a small business enterprise.
- Five (5) preference points shall be awarded if the Bidder is certified as having a resident business ownership.
- Five (5) points shall be awarded if the Bidder is certified as having a longtime resident business.
- Two (2) preference points shall be awarded if the Bidder is certified as a local business enterprise.
- Two (2) preference points shall be awarded if the Bidder 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 Bidder is certified as a disadvantaged business enterprise.
- Two (2) preference points shall be awarded if the Bidder is certified as a veteran-owned business enterprise.
- Two (2) preference points shall be awarded if the Bidder is certified as a local manufacturing business enterprise.

Bidders 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 Bidder'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 Bidder responding to this solicitation which is required to subcontract shall be required to submit with its offer, any subcontracting plan required by law. Bidder's responding to this RFP shall be deemed nonresponsive and shall be rejected if the bidder 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 I**.

### **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.

Pursuant to D.C Code 2-218.46(a) (3) CBE beneficiaries are not required to subcontract 35% of their awarded contracts, therefore, they are not required to submit a subcontracting plan.

Pursuant to D.C. Code §2-218.46(b) (1) (A), CBE beneficiaries are required to perform at least 35% of the of the contracting effort with their own resources, and if they subcontract, 35% of the amount that the subcontract must be with CBEs.

Finally, pursuant to D.C. Code §2-218.46(c), CBE beneficiaries with contracts under one million dollars are required to perform at least 50% of the work with their own subcontracted effort

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 for 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 Bidder's Team and every subconsultant's employees hired after the Bidder enters into a contract with the Department, or after such subconsultant enters into a contract with the Bidder, to work on this project, shall be residents of the District of Columbia.

Upon execution of the contract, the Bidder 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 Bidder 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 Bidder 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 Bidder 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**

### **FIRM FIXEDPRICE**

**D.1 Firm Fixed Price.** The Contractor shall be paid a firmed fixed-price to Fully Complete the Project.

**D.2 Certain Work Included in the Lump Sum Price.** The Contractor acknowledges and understands that the Lump Sum Price is based on the Drawings and Specifications (**Attachment A**), which are incorporated into this Contract. It is understood and agreed that the Lump Sum Price represents the Contractor's offer to Fully Complete the Project. The Parties acknowledge and agree that it is their intent to have the Contractor provide all labor, materials, and equipment to fully complete the project as contemplated in the Contract Documents, for the Lump Sum Price and consistent with the Project Schedule. In furtherance of such intent, the Contractor hereby assumes the risks associated with and shall be responsible for (i) any changes in market conditions that affect the cost of labor or materials; (ii) coordination issues between the drawings; (iii) elements of work not shown on the Contract Documents, but which are reasonably inferable from the Contract Documents; (iv) cost associated with acceleration of the work and expediting of materials necessary to meet the Project Schedule which are the result of anything other than an Excusable Delay; and (v) the risk of subcontractor default or non-performance. It is understood and agreed by the parties that items (i) through (v) listed in the preceding sentence are not intended to be an exclusive list of the risks assumed by the Contractor and that such items represent a partial list of the risks assumed by the Contractor.

**D.3 Review of Contract Documents.** The Department has selected the Contractor because of its special expertise in constructing similar projects. Before agreeing to the Lump Sum Price, the Contractor reviewed the Drawings & Specifications for accuracy, constructability, and completeness and was required to bring such deficiencies to the attention of the Department and to address any such deficiencies. The Contractor acknowledges that any additional deficiencies identified after agreement upon the Lump Sum Price shall not be the basis for a change in the Lump Sum Price or delaying the Project Schedule to the extent that any such deficiencies in the Drawings and Specifications could have been identified by such review by a competent Contractor.

**D.3.1** During the course of the Work, should any errors, omissions, ambiguities or discrepancies be found on the Contract Documents, or should there be found any discrepancies between the Contract Documents to which Contractor has failed to call attention before agreeing to the Lump Sum Price, the Contractor shall bring any such errors, omissions, ambiguities or discrepancies to the attention of Department, and the Department will interpret the intent of the Contract Documents. Contractor hereby agrees to abide by and to carry out the Work in accordance with the decision of the Department. Wherever the intent of the Contract Documents is not indicated clearly or there is a conflict between the Contract Documents, the Contractor will be held to have included in the Lump Sum Price the more expensive material or method of construction and the quantity of material.

**D.3.2** If any item or material shown on the Drawings is omitted from the Specifications, or vice versa (except when the Drawings and Specifications clearly exclude such omitted item), and such item or material is required to complete the detail shown or specified, and if additional details or instructions are required to complete the Work, then the Contractor is deemed to have made an allowance in the Lump Sum Price for the completion of the Work, consistent with adjoining or similar details and the best accepted practices of the trade for projects of this type and quality, whichever is more expensive, unless such additional information was not reasonably inferable from the Contract Documents. Without limiting the Contractor's other duties, in the case of a difference among the Contract Documents as to the Contractor's obligations, or an inconsistency in the Contract Documents, the Department will decide which requirement governs; however, the Contractor shall assume that the more expensive material or method of construction and the quantity of material shall be required without a change to the Lump Sum Price.

**D.3.3** Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly examined all Contract Documents, including all details, plans, elevations, sections, schedules and diagrams, has visited the site, has become familiar with local conditions under which the Work is to be performed, has correlated personal observations with the requirements of the Contract Documents, and has satisfied himself before executing the Contract as to all matters that can affect the Work and its cost, including: (1) the nature of the land and subsoil; (2) the form and nature of the site and surrounding areas; (3) details and levels of existing pipe lines, conduits, sewers, drains, cables or other existing services; (4) the quantities, nature and availability of the materials, tools, equipment and labor necessary for the completion of the Work; (5) the means of access to the site and any accommodation he may require; (6) uncertainties of weather and physical conditions at the site; and in general to have himself obtained all necessary information as to risk contingencies, climatic, hydrological and natural conditions and other circumstances which may influence or affect his performance of the Work. The Contractor waives any and all claims against the Department arising from or relating to such contingencies and conditions that are reasonably inferable from the Contract Documents in light of the required preconstruction review and inspection and the Contractor's expertise in the field of construction.

## **SECTION E EVALUATION AND AWARD CRITERIA**

### **E.1 Contract Award.**

**E.1.1** This procurement is being conducted in accordance with the provisions of §4720 of the Department's Procurement Regulations (27 DCMR, Chapter 47).

**E.1.2** The Department reserves the right to accept or reject bids resulting from this solicitation. The Chief Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

The Department intends, but is not obligated to, make an award to the qualified Contractor whose bid is responsible and who is responsive to the IFB and is most advantageous to the Department considering price and the price-related evaluation factors identified in the IFB and as submitted in the Offer Letter and Bid Form (Attachment B). Where multiple projects are included in a single solicitation, Offerors are eligible to receive one award per project unless it is determined to not to be in the District's best interest.

## **SECTION F**

### **BID ORGANIZATION AND SUBMISSION**

This section outlines specific information necessary for the proper organization and manner in which Contractor's bid submissions shall be proffered. References are made to other sections in this IFB for further explanation.

#### **F.1 Bid Identification**

Bids shall be proffered with an original, two (2) hard copies, and an electronic copy saved to a flash drive. The Contractor(s)' submission(s) shall be placed in a sealed envelope conspicuously marked: **"Solicitation Number: DCAM-17-CS-0106- Construction Services for Furnishing and Installation of New Standby Generators at four shelters"**

#### **F.2 Delivery or Mailing of Bids:**

Submissions shall be delivered or mailed to:

Department of General  
Services  
Attn: George G. Lewis  
Associate Director  
Contracts and Procurement Division  
2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor  
Washington, D.C. 20009  
[George.lewis@dc.gov](mailto:George.lewis@dc.gov)  
Phone: (202) 727-2733

#### **F.3 Date and Time for Receiving Bids**

Submissions shall be received no later than **Thursday July 20, 2017 at 2:00 PM** Eastern Standard Time. The Contractor assumes the sole responsibility for timely delivery of its submission, regardless of the method of delivery.

#### **F.4 Bid Opening**

A public Bid Opening will be held at **2:30pm on Thursday July 20, 2017** Eastern Standard Time located at Brookland Conference Room, 1250 U St NW, 3rd Floor.

## **F.5 Attachments and Other Bid Documents**

The Contractor shall complete and include the following attachments with their Bid:

- (a) Award/Signature Page (**Attachment M**)
- (b) Acknowledgement of Amendments (Award/Signature Page Section 13)
- (c) The IFB pages 2 – 43
- (d) Form of Offer Letter and Bid Form - the Contractor shall submit a Form of Offer Letter and Bid Form (**Attachment B**);
- (e) Bidder Certification Form – the Contractor shall submit a Bidder Certification Form (**Attachment F**);
- (f) Tax Affidavit - Each Contractor shall submit a tax affidavit provided as **Attachment C**. In order to be eligible for this procurement, Contractors must be in full compliance with their tax obligations to the District of Columbia government;
- (g) Subcontracting Plan Form - Each Contractor shall submit a Subcontracting Plan Form provided as **Attachment J**;
- (h) First Source Employment - Each Contractor shall submit the First Source Employment Agreement provided as **Attachment L**;
- (i) Bid Bond or Bid Guarantee Certification - Each Contractor shall submit a Bid Bond or Bid Guarantee Certification substantially in the form of **Attachment E** or **Attachment G**, respectively; and
- (j) LSDBE Certification Letter, if applicable.

## **SECTION G**

### **BIDDING PROCEDURES & PROTESTS**

**G.1 Contact Person.** The contact person for this IFB is:

Michael Momb  
Contract Specialist  
Department of General Services Contracts and Procurement Division  
1250 U Street, NW, 3rd Floor  
Washington, DC 20009  
Phone: (202) 724-4119  
Email: Michael.Momb@dc.gov

**G.2 Protests**

Protests shall be governed by D.C. Official Code § 2-360.08 and Section 4734 of the Department's Procurement Regulations (27 DCMR). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial RFP, but was incorporated into the RFP by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering submissions. In all other cases, a protester shall file the protest within ten (10) days after the protester knows or should have known whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Department's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Department by obtaining written and dated acknowledgment of receipt from the Department's CCO. Protests received by the Department after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

This section is intended to summarize the bid protest procedures and is for the convenience of the Bidders only. To the extent any provision of this section is inconsistent with the Procurement Regulations; the more stringent provisions shall prevail.

**G.3 Retention of Submissions**

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

**G.4 Examination of Bids**

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

**G.5 Late Bids and Modifications:**

- (a) Any bid or best and final offer received at the address designated in this IFB after the exact time specified for receipt shall not be considered.
- (b) Any modification of a bid, including a modification resulting from the CO's



requests for best and final offers, is subject to the same conditions as in G.5.(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 Bid wrapper or other documentary evidence of receipt maintained by the installation.
- (d) Notwithstanding any other provisions of this Invitation for Bids to the contrary, a late modification of an otherwise successful bid which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted. Bids shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of bids.

#### **G.6 No Compensation for Preparation of Bids**

The Department will not bear or assume any financial obligations or liabilities regarding the preparation of any Bids submitted in response to this IFB, or prepared in connection therewith, including, but not limited to, any Bids, statements, reports, data, information, materials or other documents or items.

#### **G.7 Rejection of Bids**

The Department reserves the right, in its sole discretion:

- (a) To cancel this solicitation or reject all bids;
- (b) To reject Bids that fail to prove the Contractor's responsibility;
- (c) To reject Bids that contain conditions and/or contingencies that in the Department's sole judgment, make the Bid indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award;
- (d) To waive minor irregularities in any bid provided such waiver does not result in an unfair advantage to any Contractor;
- (e) To take any other action within the applicable Procurement Regulations or law;
- (f) To reject the Bid of any Contractor that has submitted a false or misleading statement, affidavit or certification in connection with such Bid or this Request for Bids.
- (g) To reject as non-responsive any Bid that fails to include a subcontracting plan that is required by law.
- (h) To reject submissions that indicate a lack of understanding of any aspect of the Project(s).
- (i) To reject submissions that are too costly, financially or otherwise, to the Department relative to other submissions and the Project budget.
- (j) To reject submissions where the bidder 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").
- (k) To reject submissions that are deemed non-responsive.

#### **G.8 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 IFB is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

## **G.9 Non-Responsive Bids Pricing.**

In general, the Department will consider a bid non-responsive if any pricing element of the bidder's price is Thirty Percent (30%) higher than the median price submitted by other bidders. If there are no more than two (2) bidders, the independent government estimate shall be used to establish a median price. The Department reserves the right to deem a bid non-responsive if any pricing element of the bidder's price is Thirty Percent (30%) higher than the median price.

- (a) **Certification.** The Department may consider a bid non-responsive if the bidder fails to properly complete or provides inaccurate information on the Bidder Certification Form.
- (b) **Exceptions.** The Department may consider a bid non-responsive if the bidder identifies any changes or exceptions to the Standard Contract Provisions, the Contract or attachments hereto.
- (c) **Core Competency.** The Department may consider a bid non-responsive if the bidder, 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 H**

### **INSURANCE AND BOND REQUIREMENTS**

**H.1 Required Insurance.** The Contractor shall maintain the following types of insurance throughout the life of the contract.

**H.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 One Million Dollars (\$1,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and One Million Dollars (\$1,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage. The Contractor shall be required to maintain this coverage in force for a period of at least two years after substantial completion.

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

**H.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.

**H.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 Two Million Dollars (\$2,000,000).

**H.1.5 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.

**H.1.6** All such insurance shall contain a waiver of subrogation against the Department and the District of Columbia, and their respective agents.

**H.1.7 Strength of Insurer**

All insurance 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.

## **H.2 Bid Bond**

Contractors shall submit with their bid a Bid Bond in the amount of **5%** of the Contractor's lump sum price. The Contractor's Bid Bond shall be submitted in substantially the form provided as **Attachment F**. All bonding companies shall be licensed to conduct business in the District of Columbia and be included on the United States Department of Treasury's website Listing of Approved Sureties.

**H.2.1** Alternatively, Contractors may submit a cashier's check of credit in lieu of a Bid Bond. If the Contractor chooses to submit a cashier's check in lieu of a bid bond, the Contractor shall complete the form included as **Attachment N** and return, notarized, with the Contractor's bid.

### **H.2.2 Payment and Performance Bond**

The Contractor shall be required to provide payment and performance bonds, each having a penal value equal to 100% of the Contract amount prior to performing any work on the contract. All bonding companies must be licensed to conduct business in the District of Columbia and be included on the Department of Treasury's Listing of Approved Sureties website.

**H.2.3** In the event a Contractor who is awarded this Contract fails to post a payment and performance bond for the full value of the Contract, the Contractor shall thereby forfeit the full amount of the cashier's check or the Bid Bond, and the Department will collect such funds as liquidated damages.

## **SECTION I DEPARTMENT'S RESPONSIBILITIES**

**I.1 Information and Services.** The Department will provide full information in a timely manner regarding the requirements of the Project.

**I.2 Department's Designated Representatives.**

**I.2.1 Chief Contracting Officer (CCO).** In accordance with 27 DCMR, Chapter 47, Section 4704, this Contract may be entered into and signed on behalf of the District Government only by CCO or, under circumstances, the CCO's Delegate. The address and telephone number of the CCO is:

Brenda Allen- Chief Contracting Officer  
Contracts and Procurement Division  
Department of General Services  
1250 U Street N.W. – 3rd Floor Washington, D.C. 20009  
Telephone: (202) 727-7128  
E-mail: [brenda.allen@dc.gov](mailto:brenda.allen@dc.gov)

**I.2.1.1 Authorized Changes by the Contracting Officer (CO) and the CCO:**

**I.2.1.1.1** The CCO, the CCO's Delegate and the CO are the only persons authorized to approve changes to any of the requirements of the Contract.

**I.2.1.1.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in writing and signed in accordance with Section I.2.1.1.1.

**I.2.1.1.3** In the event the Contractor effects any change at any instruction or request not in compliance with this Section, the change will be considered to have been made without authority and no adjustment will be made in the Contract price to cover any cost increase incurred as a result thereof.

**I.2.2 Contracting Officer Technical Representative (COTR):**

**I.2.2.1** The COTR is responsible for general administration of the Contract and advising the CO and CCO as to the Contractor's compliance or noncompliance with the Contract. The COTR has the responsibility for the day-to-day monitoring and supervision of the Contract, of ensuring the Work conforms to the requirements of the Contract and such other

responsibilities and authorities as may be specified in writing by the CCO and/or in the Contract. These include:

**I.2.2.1.1** Keeping the CO and CCO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO and CCO of any potential problem areas under the Contract;

**I.2.2.1.2** Coordinating site entry for Contractor personnel, if applicable;

**I.2.2.1.3** Reviewing invoices for completed work and recommending approval by the CCO if the Contractor's prices and costs are consistent with the Contract and progress is satisfactory and commensurate with the rate of expenditure;

**I.2.2.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions and the Contract; and

**I.2.2.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**I.2.2.1.6** The address and telephone number of the COTR is:

Adnan Mamoon  
Program Manager - DCPS Cluster  
Department of General Services  
(202) 727-4337  
E-mail: adnan.mamoon@dc.gov

**I.2.2.2 The COTR Shall NOT Have the Authority to:**

**I.2.2.2.1** Award, agrees to, or sign any Contract document, change order, change directive, delivery order or task order. Subject to Section I.2.1.1.1, only the CCO shall make contractual agreements, commitments or modifications;

**I.2.2.2.2** Grant deviations from or waive any of the terms and conditions of the Contract;

**I.2.2.2.3** Increase the dollar limit of the Contract or authorize work beyond the scope and dollar limit of the Contract,

**I.2.2.2.4** Authorize the expenditure of funds by the Contractor;

**I.2.2.2.5** Change the period of performance;

**I.2.2.2.6** Authorize the use of District property, except as specified under the Contract; or

**I.2.2.2.7** The Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the CCO or as otherwise provided in Section I.2.1.1.1, and may be denied compensation or other relief for any additional work performed that is not so authorized. In addition, Contractor may also be required at no additional cost to the District, to take all corrective action necessitated by reason of any unauthorized changes.

### **I.3 Payments.**

#### **I.3.1 Invoicing**

The Contractor shall submit invoices to the Department on a monthly basis. Each such invoice shall itemize all goods and services provided during the previous month and must be submitted electronically to the COTR and upload the document into Prolog by the 25th of each month. The Department's reference address to use on invoices is as follows:

Department of General Services  
Office of the Chief Financial  
Officer 2000 14<sup>th</sup> Street N.W. |  
5<sup>th</sup> Floor Washington, D.C.  
20001

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

#### **I.3.2 Retention**

The Department shall withhold from each progress payment an amount equal to ten percent (10%) of each progress payment until such time as fifty percent (50%) of the Work has been competed at which point the Department may cease retaining against such item. Once Substantial Completion has occurred, the Department will reduce the retention being withheld to an amount that is equal to Two Hundred percent (200%) of the Project Manager's good faith estimate of the remaining Work.

#### **I.3.3 Documents Required with Application for Payment**

Each Application for Payment shall be accompanied by the Contractor's job cost ledgers in a form satisfactory to the Department, the Subcontractors' and Suppliers' Applications for Payment on AIA Documents G702 and G703 or other form acceptable to the Department, and such other supporting documentation as the Department may reasonably request. Each Application for Payment shall include detailed documentation of costs as a condition to approving progress payments, but the Contractor shall nevertheless maintain complete documentation of the costs. The Contracting Officer may require the submission of any documentation necessary to support the Contractor's Application for Payment and the Application for Payment shall not be deemed complete until such documentation is produced and submitted to the Department.

#### **I.3.3.1 Contractor's Certification**

Each Application for Payment shall be accompanied by the Contractor's signed certification that all amounts paid to the Contractor on the previous Application for Payment that were attributable to Subcontractor Work or to materials or equipment being supplied by any supplier has been paid over to the appropriate Subcontractors and suppliers; that all amounts currently sought for Subcontractor Work or supply of materials or equipment are currently due and owing to the Subcontractors and material or equipment suppliers; and that all Work, materials or equipment for which payment is sought is, to the best of the Contractor's knowledge, free from defect and meets all of the Contract requirements. The Contractor shall not include in an Application Payment amounts for Work for which the Contractor does not intend to pay.

#### **I.3.3.2 Lien Waivers**

Each Application for Payment shall be accompanied by written waivers of the right to file a mechanic's lien and all other claims for the Contractor and all Subcontractors and material suppliers at all tiers who have supplied labor or material or both for which payment is requested, subject only to receipt of payment. If the Department so requests, the Contractor shall also submit unconditional waivers of liens for itself and all Subcontractors and material suppliers at all tiers with respect to Work or materials or equipment for which payment has been previously made, and additional forms of waiver acknowledging receipt of final payment under the Contract, and providing final release of such liens.

#### **I.3.3.3 Warranty of Title**

By submitting an Application for Payment, the Contractor warrants to the Department that title to all Work for which payment is sought will pass to the Department, without liens, claims, or other encumbrances, upon the receipt of payment by the Contractor. The Department may require execution of appropriate documents to confirm passage of clear title. Passage of title shall not operate to pass the risk of loss with respect to the Work in question. Risk of loss remains with the Contractor until Substantial Completion, unless otherwise agreed by the Department, in writing.

#### **I.3.3.4 Submission**

On the twenty-fifth (25<sup>th</sup>) day of each month the Contractor shall submit to the Department (with a copy to the Project Manager) an Application for Payment, which Application for Payment shall cover the entire month during which the Application for Payment is submitted. All amounts formally submitted via Application for Payment and not disputed by the Department shall be due and payable on the last day of the month following submission or, if that is not a business day, on the following business day.

#### **I.3.3.5 Right to Withhold Payments**

The Department will notify the Contractor within fifteen (15) days after receiving any Application for Payment of any defect in the Application for Payment or the Contractor's performance which may result in the Department's declining to pay all or a part of the requested amount. The Department may withhold payment from the Contractor, in whole or part, as appropriate, if:



**I.3.3.5.1** The Work is deficient, defective or otherwise not conforming to the Contract, and such deficiencies, defects or nonconformities have not been remedied; or

**I.3.3.5.2** The Department has determined that the Contractor's progress has fallen behind the Project Schedule, and the Contractor fails, within ten (10) calendar days of the Department's written demand, to provide the Department with a realistic and acceptable plan to recover the delays; or

**I.3.3.5.3** The Contractor's monthly schedule update reflects that the Contractor has fallen behind the Project Schedule, and the Contractor fails to include, in the same monthly report, a realistic and acceptable plan to recover the delays; or

**I.3.3.5.4** The Contractor has failed to provide the monthly report in full compliance with this Section I.3.3.5 of this Agreement; or

**I.3.3.5.5** The Contractor has failed to pay Subcontractors or suppliers promptly or has made false or inaccurate certifications that payments to Subcontractors or suppliers are due or have been made; or

**I.3.3.5.6** Any mechanic's lien has been filed against the Department, the site or any portion thereof or interest therein, or any improvements on the site, even though the Department has paid all undisputed amounts due to the Contractor, and the Contractor, upon notice, has failed to remove the lien, by bonding it off or otherwise, within ten (10) calendar days; or

**I.3.3.5.7** The Department has reasonable evidence that the Work will not be completed by the Substantial Completion Dates, as required, that the unpaid balance of the Lump Sum Price would not be adequate to cover actual or liquidated damages arising from the anticipated delay; or

**I.3.3.5.8** The Department has reasonable evidence that the Work cannot be completed for the unpaid balance of the Lump Sum Price; or

**I.3.3.5.9** The Contractor is otherwise in substantial breach of this Contract (including, without limitation, failures to comply with LSDBE or CBE Utilization requirements in Section C).

**I.3.3.5.10** The Application for Payment is incomplete, unsubstantiated and/or does not contain sufficient documentation for evaluation by the Contracting Officer.

**I.3.3.6 Payment Not Acceptance**

Payment of any progress payment or final payment shall not constitute acceptance of Work that is defective or otherwise fails to conform to the Contract, or a waiver of any rights or remedies the Department may have with respect to defective or nonconforming Work.

**I.3.3.7 Department Not Obligated to Others**

The Department shall have no obligation to pay or be responsible in any way for payments to a consultant or subcontractor performing portions of the Work.

#### **I.3.3.8 Final Payment**

Final payment shall be made by the Department to the Contractor when (i) Final Completion has been achieved; (ii) certification by the Contractor that except for requested final payment, all subcontractors and suppliers have been paid in full and that appropriate partial lien releases have been obtained from such subcontractors and suppliers documenting such payments; and (iii) the Contractor submits a complete and final Application for Payment, acceptable to the Department. The Department may, if it so elects, require that copies of all such lien releases be provided as a condition to making final payment.

#### **I.3.3.9 No Diversion of Funds**

Contractor agrees that the funds it receives for the performance of this Agreement shall be held in trust by Contractor for the benefit of all its Subcontractors, Suppliers, laborers and materialmen, and Contractor shall not itself have any interest in such funds until all these obligations have been satisfied in full. Contractor further agrees that any funds received shall be used exclusively for the prosecution of the Work, and none will be diverted to satisfy other obligations of Contractor. The Department has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers' amounts paid by the Department to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Department shall have the right to contact Subcontractors to ascertain whether they have been properly paid.

#### **I.3.3.10 Interest on Payments**

Payments are due and payable in accordance with Section I.3 of this Agreement and not more than thirty (30) days after the Department receives documents set forth in Section I.3.3.8 and verifies the information contained therein. Amounts unpaid after the date of which payments due shall bear interest in accordance with the Quick Payment Act.

## **SECTION J**

### **CONTRACT CHANGES**

#### **J.1 Changes Authorized**

The Department may, without invalidating the contract, and without notice to or approval of any surety, order changes in the Work, including additions, deletions or modifications. Any such change must be conveyed by the Department to the Contractor via written Change Directive, Modification or Change Order. *The CO is the only person authorized to approve changes in any of the requirements of this Contract.* The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in writing and signed by the Contracting Officer. Notwithstanding the foregoing, nothing herein shall be construed to limit the Department's ability to unilaterally modify the Contract.

#### **J.2 Changes to the Lump Sum Price**

Subject to the condition precedent that the Contractor has complied with the notice and documentation provisions set forth in the Standard Contract Provisions, and subject to the limitations stated in this Agreement, the Contractor may be entitled to an equitable adjustment to the Lump Sum Price in the following cases:

**J.2.1** If the Department issues a Change Directive or Change Order that directs the Contractor to proceed with work which is beyond the scope of Work included within the Lump Sum; or

**J.2.2** The Contractor encounters Differing Soil Conditions or Hazardous Materials not identified in the Preconstruction Phase.

**J.2.3** For Changes to the Lump Sum Price, the following conditions shall apply:

**J.2.3.1** For increases in the Work which the Contractor is permitted to perform by Contractor's own forces, the Lump Sum Price shall be increased by the sum of: (i) the Direct Cost of the Work; and (ii) a fee (covering home office overhead, field supervision, general conditions and profit) of fifteen percent (15%) of the sum due under (i).

**J.2.3.2** For increases in the Work performed by Subcontractors, the Lump Sum Price shall be increased by the sum of: (i) the Direct Cost of the Work incurred by the Subcontractor for the changed Work; (ii) a fee (covering home office overhead and profit) equal to fifteen percent (15%) of the sum due under (i) above for the Subcontractor performing such Work; and (iii) a fee (covering the Contractor's home office overhead, field supervision, general conditions and profit) of five percent (5%) of the sum of items (i) and (ii). Intervening tier Subcontractors shall be entitled to a mark-up of five percent (5%) (covering home office overhead, field supervision, general conditions and profit); provided, however, that in all situations and regardless of the number of tier Subcontractors involved, the maximum mark-up on the Direct Cost of the Work shall be twenty five percent (25%) and provided, further, that the Contractor shall not be entitled to the markup referred to in item (iii) on changes unless such changes exceed, either individually or in the aggregate, five percent (5%) of the Lump Sum Price.

**J.2.3.3** When both additions and credits are involved in any one change in the Work, the Contractor's Change Order and markup shall be figured on the basis of the net increase, if any.

**J.2.3.4** Fee will not be paid by Department for overtime or weekend work unless overtime is requested in writing and approved in writing by Department.

**J.2.3.5** The amount of credit to be allowed by Contractor to Department for a deletion or change which results in a net decrease in the Lump Sum Price shall be the Cost avoided as confirmed by Department plus fifteen percent (15%) for profit on the deleted work.

**J.2.3.6** Direct Cost of the Work shall mean labor, material and other costs reasonably and necessarily incurred in the proper performance of the Work as approved by the Department, and shall include, but is not limited to:

- (a) **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 eighteen percent (18%) of direct labor costs may be allowed.
- (b) **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.
- (c) **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.

Such costs, however, do not include home office overhead, field supervision, general conditions or profit of either the Subcontractor or the Contractor. No personnel above the level of a working foreman shall be considered a Direct Cost of the Work.

**J.2.4** If the cost to Department of changed Work is determined by the lump sum method, Contractor warrants that the charge to Department shall not exceed the sum of: (a) any Subcontractor's charge to Contractor for such work; and (b) Contractor's best estimate of the actual cost of Contractor's work plus the permitted markup. If the cost to Department of changed Work is determined on a time and materials basis, Contractor warrants that the cost of any addition represents the true and actual cost, including Contractor's permitted markup, of such addition to Contractor, Subcontractor or Sub-subcontractor or other entity involved in such

addition. If the changed Work will result in a reduction in the cost to Department, Contractor warrants that the amount of any deduction shall represent the amount of deduction to Contractor by the appropriate Subcontractor or the amount of Contractor's best estimate where the deduction involves Work, which Contractor will perform.

### **J.3 Executed Change Directive/Order Required**

Changes to the Contract may be made only by a written Change Directive, Modification or Change Order executed by the Department.

### **J.4 Prompt Notice**

In the event the Contractor encounters a situation which the Contractor believes to be a change to this Contract, the Contractor shall provide the Department with prompt written notice of such event and the possible impact such event could have on cost and schedule. All such notices shall be given promptly, considering the then applicable situations, but in no event more than ten (10) calendar days after encountering the situation. The Contractor acknowledges that the failure to provide such notice in a timely manner could limit or eliminate the Department's ability to mitigate such events, and thus, the Contractor shall not be entitled to an adjustment in the event it fails to provide prompt notice. The Contractor shall include provisions similar to this provision in all of its subcontracts.

### **J.5 Deductive Change Orders**

The Department is likewise entitled to issue deduct Change Orders (reducing the Lump Sum Price) when changes are effected, by Change Directive or otherwise, which will decrease the cost of completing the Work or the time within which it can be completed.

### **J.6 Executed Change Orders Final**

The Contractor agrees that any Change Order executed by the Department and the Contractor constitutes its full and final adjustment for all costs, delays, disruptions, inefficiencies, cumulative impact, accelerations, schedule impacts, or other consequences arising from the change in question, whether a Change Directive, or a Change Event, or from any claimed cumulative effect of changes made to the date of the Change Order, and that no further adjustments in compensation or time shall be sought or made with respect to the Change Directive or the Change Event giving rise to the Change Order.

### **J.7 Failure to Agree**

If the Contractor claims entitlement to a change in the Contract, and the Department does not agree that any action or event has occurred to justify any change in time or compensation, or if the parties fail to agree upon the appropriate amount of the adjustment in time or compensation, the Department will unilaterally make such changes, if any, to the Agreement, as it determines are appropriate pursuant to the terms of this Agreement. The Contractor shall proceed with the Work and the Department's directives, without interruption or delay, and may make a claim pursuant to the terms set forth in the Standard Contract Provisions. Failure to proceed due to a dispute over a change request shall constitute a material breach of the Contract and entitle the Department to all available remedies for such breach, including, without limitation, termination for default.

## **SECTION K**

### **MISCELLANEOUS PROVISIONS**

#### **K.1 Liquidated Damages**

Liquidated Damages will be assessed in the amount of \$1,000 per day. The Contractor and the Department agree that the liquidated damages do not constitute and shall not be deemed a penalty, but represent a reasonable approximation of the damages to the Department associated with a delay in the Project.

#### **K.2 Extent of Contract**

The Contract, which includes the terms set forth in this IFB, the Attachments hereto, and other documents incorporated herein by reference, represents the entire and integrated agreement between the Department and Contractor and supersedes all prior negotiations representations or agreements, either written or oral. No modifications to the Contract shall be effective against the Department unless made by written instrument signed by both the Department and Contractor.

#### **K.3 Governing Law**

The Contract shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to its conflict of laws principles.

#### **K.4 [Intentionally Omitted].**

#### **K.5 Retention of Records and Inspections and Audits.**

**K.5.1** The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under the Contract in accordance with generally accepted professional practice and appropriate accounting procedures and practices consistently applied in effect on the date of execution of the Contract.

**K.5.2** The Contractor shall also maintain the financial information and data used in the preparation and support of the costing and cost summary submitted to the Department and the required cost submissions in effect on the date of execution of the Department.

**K.5.3** The Department, the District of Columbia government, the District of Columbia Financial Responsibility and Management Assistance Office, the Comptroller General of the United States, the U.S. Department of Labor and any of their authorized representatives shall have access to the books, records, documents and other evidence held, owned or maintained by the Contractor for the purpose of inspection, audit and copying during normal business hours and upon advance written notice to the Contractor. The Contractor shall provide proper facilities for such access and inspection

**K.5.4** The Contractor agrees to include the wording of this Section in all its subcontracts in excess of five thousand dollars (\$5,000) that directly relate to Project performance.

**K.5.5** Audits conducted pursuant to this Section will be in accordance with generally acceptable auditing principles and established procedures and guidelines of the applicable

reviewing or audit agency.

**K.5.6** The Contractor agrees to the disclosure of all information and reports, resulting from access to records, to any authorized representative of the Department. Where the audit concerns the Contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

**K.5.7** The Contractor shall preserve all records described herein from the effective date of the Contract completion and for a period of seven (7) years after a final settlement. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until seven (7) years after the date of resolution of such dispute, appeal, litigation, claim or exception.

## **K.6 Inspection for Supplies and Services.**

**K.6.1** To the extent applicable or appropriate, the Department may, in its sole discretion, enter the place of business of the Contractor or the place of business of any Subcontractor in order to inspect or test supplies or services for acceptance by the Department. If inspections and tests are performed at the place of business of the Contractor or any Subcontractor, the inspections and tests shall be performed in a manner so as to not unduly delay the Work. Inspections and tests by the Department shall not relieve the Contractor or any Subcontractor of responsibility for defects or other failures to meet Contract requirements, and shall not constitute or imply acceptance.

**K.6.2** Notwithstanding the Department's acceptance of or payment for any product or service delivered by Contractor, the Contractor shall remain liable for deficient work, defective work, latent defects, fraud, gross mistakes amounting to fraud and the Department's rights under any warranty or guarantee and work otherwise not in compliance with the Contract.

**K.6.3** The Department shall have the right to enter the place of business of the Contractor or the place of business of any Subcontractor in order to investigate any Contractor or Bidder with respect to a debarment or suspension of the Contractor or any such Subcontractor.

**K.7 Laws and Regulations Incorporated by Reference**

All federal and District of Columbia laws and regulations, and all Department procedures now or hereafter in effect, whether or not expressly provided for or referred to in the Contract, are incorporated by reference herein and shall be binding upon the Contractor and the Department. It shall be the responsibility of the Contractor to perform the Contract in conformance with the Department's procurement regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, and orders of governmental bodies, including, without limitation, the U.S. Government and the District of Columbia government; and it is the sole responsibility of the Contractor to determine the procurement regulations, statutes, laws, codes, ordinances, regulations, rules, requirements, and orders that apply and their effect on the Contractor's obligations thereunder. However, if the application of a future law or regulation requires the Contractor to undertake additional work that is materially different in scope than that presently contemplated or required, the Contractor shall be entitled to an equitable adjustment for such additional work.

**K.8 Tax Exemption Provision**

Any tax exemptions applicable to the District of Columbia, including the gross receipts sales tax exemption for the sale of tangible personal property to the District, codified in D.C. Code § 47-2005, shall apply to the performance of the Contract.

**K.9 Anti-Competitive Practices and Anti-Kickback Provisions**

**K.9.1** The Contractor recognizes the need for markets to operate competitively and shall observe and shall comply with all applicable law, rules, and regulations prohibiting anti-competitive practices. The Contractor shall not engage, directly or indirectly, in collusion or other anti-competitive practices that reduces or eliminates competition or restrains trade. The Department shall report to the appropriate authority any activity that evidences a violation of the antitrust laws, and take such other further action to which it is entitled or obligated under the law.

**K.9.2** The Contractor shall observe and comply with all applicable law, rules, and regulations prohibiting kickbacks and, without limiting the foregoing, Contractor shall not (i) provide or attempt to provide or offer to provide any kickback; (ii) solicit, accept, or attempt to accept any kickback; or (iii) include, directly or indirectly, the amount of any kickback in the contract price charged by Contractor or a Subcontractor of the Contractor to the Department. The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this subparagraph in its own operations and direct business relationships. The Department may take any recourse available to it under the law for violations of this anti-kickback provision.

**K.9.3** The Contractor represents and warrants that it did not, directly or indirectly, engage in any collusive or other anti-competitive behavior in connection with the bid, negotiation or award of the Contract. In the event that it is discovered the Contractor has engaged in such conduct, the Department may terminate this Contract without liability.



**K.10 Responsibility for Agents and Contractors**

At all times and during performance under this Contract, the Contractor shall be responsible to the Department for any and all acts and omissions of the Contractor's agents, employees, Subcontractors, Sub-Subcontractors, material suppliers, and laborers, and the agents and employees of the Subcontractors, Sub-Subcontractors, material suppliers, and laborers performing or supplying Work in connection with the Project.

**K.11 Ethical Standards for Department's Employees and Former Employees**

The Department expects the Contractor to observe the highest ethical standards and to comply with all applicable law, rules, and regulations governing ethical conduct or conflicts of interest. Neither the Contractor, nor any person associated with the Contractor, shall provide (or seek reimbursement for) any gift, gratuity, favor, entertainment, loan or other thing of value to any employee of the District or the Department not in conformity with applicable law, rules or regulations. The Contractor shall not engage the services of any person or persons in the employment of the Department or the District for any Work required, contemplated or performed under the Contract. The Contractor may not assign to any former Department or District employee or agent who has joined the Contractor's firm any matter on which the former employee, while in the employ of the Department, had material or substantial involvement in the matter. The Contractor may request a waiver to permit the assignment of such matters to former Department personnel on a case-by-case basis. The Contractor shall include in every subcontract a provision substantially similar to this section so that such provisions shall be binding upon each Subcontractor or vendor.

**K.12 Gratuities and Officers Not to Benefit Provisions**

**K.12.1** If it is found, after notice and hearing, by the Department that gratuities (in the form of entertainment, gifts, payment, offers of employment or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any official, employee or agent of the Department or the District with a view toward securing the Contract or any other contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of the Contract, the Department may, by written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract and may pursue such other rights and remedies provided by law and under the Contract.

**K.12.2** In the event the Contract is terminated as provided in K.12.1, the Department shall be entitled:

**K.12.2.1** To pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor; and

**K.12.2.2** As a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Department) which shall be not less than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.

**K.12.3** No member of, nor delegate to Congress, Mayor or City Council Member, nor officer

nor employee of the District, nor officer nor employee of the Department shall be admitted to any share or part of the Contract or to any benefit that may arise therefrom, and all agreements entered into by the authorized representative of the Department in which he or any officer or employee of the Department shall be personally interested as well as all agreements made by the Department in which the Mayor or City Council Member or officer or employee of the District shall be personally interested shall be void and no payments shall be made on any such contracts by the Department or by any officer thereof; but this provision shall not be construed or extend to the agreement if the share of or benefit to the member of, or delegate to Congress, Mayor or City Council Member, or officer or employee of the District is de minimus.

### **K.13 Covenant Against Contingent Fees Provisions**

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 Department 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 the Department, percentage, brokerage of contingent fee.

### **K.14 Non-Discrimination in Employment Provisions**

**K.14.1** The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap. The affirmative action shall include, but not be limited to, the following:

- K.14.1.1** Employment, upgrading, or transfer;
- K.14.1.2** Recruitment or recruitment advertising;
- K.14.1.3** Demotion, layoff, or termination;
- K.14.1.4** Rates of pay, or other forms of compensation; and
- K.14.1.5** Selection for training and apprenticeship.

**K.14.2** Unless otherwise permitted by law and directed by the Department, the Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this Section concerning non-discrimination and affirmative action.

**K.14.3** The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in this Section.

**K.14.4** The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, a notice to be provided by the Department, advising each labor union or workers' representative of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**K.14.5** The Contractor agrees to permit access by the Department to all books, records and accounts pertaining to its employment practices for purposes of investigation to ascertain compliance with this Section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

**K.14.6** The Contractor shall include in every subcontract the equal opportunity clauses of this Section so that such provisions shall be binding upon each Subcontractor or vendor.

**K.14.7** The Contractor shall take such action with respect to any Subcontractor as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for non-compliance.

**K.15 Buy American Act Provision**

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

**K.15.1** In accordance with the Buy American Act (41 U.S.C. § 10a-10d), and Executive Order 10582, December 17, 1954 (3 CFR, 1954-58 Comp., p. 230), as amended by Executive Order 11051, September 27, 1962 (3 CFR, 1059—63 Comp., p. 635), the Contractor agrees that only domestic construction material will be used by the Contractor, subcontractors, material men and suppliers in the performance of the Contract, except for non-domestic material listed in the Contract.

**K.15.2 Domestic Construction Material.** “Construction material” means any article, material or supply brought to the construction site for incorporation in the building or work. An unmanufactured construction material is a “domestic construction material” if it has been mined or produced in the United States. A manufactured construction material is a “domestic construction material” if it has been

manufactured in the United States and if the cost of its components which have been mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. “Component” means any article, material, or supply directly incorporated in a construction material.

**K.15.3 Domestic Component.** A component shall be considered to have been “mined, produced, or manufactured in the United States” regardless of its source, in fact, if the article, material or supply in which it is incorporated was manufactured in the United States and the component is of a class or kind determined by the Government to be not mined, produced or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.

**K.15.4 Foreign Material.** When steel materials are used in a project a minimal use of foreign steel is permitted. The cost of such materials cannot exceed one-tenth of one percent of the total project cost, or \$2,500,000, whichever is greater.

**K.16 Termination or Suspension**

All terminations or suspensions arising out of or under this Contract shall be in accordance with the terms of the Standard Contract Provisions, as amended.

**K.17 False Claims Act**

Contractor shall be governed by all laws and regulations prohibiting false or fraudulent statements and claims made to the government, including the prescriptions set forth in District of Columbia Code §§ 22-2514 and 2-381.01 *et seq.* In the event that it is discovered the Contractor has made a false, fraudulent or unsupported statement or claim to the Department, the Department may terminate this Contract without liability.

**K.18 Interpretation of Contract**

All of the documents comprising the Contract should be read as complementary, so that what is called for by one is called for by all. Ambiguities should be construed in favor of a broader scope of work for the Contractor, as the intent of the Contract is, with specific identified exceptions, to require the Contractor to assume entire responsibility for the construction and installations of the Project(s). If there is any inconsistency among the documents comprising the Contract, the order of precedence among them is as follows, with the first listed document having the highest priority: this IFB, its Attachments, then the Construction Documents released by the Department. Any Change Order issued and executed by the Department shall supersede those portions of earlier dated Contract Documents to which it pertains.

**K.19 Independent Contractor**

In carrying out all its obligations under the Contract, the Contractor shall be acting as an independent Contractor, and not as an employee or agent of the Department, or joint venture or partner with the Department. The Contractor shall have exclusive authority to manage, direct, and control the Work, and shall be responsible for all methods, techniques, sequences, and procedures, as well as for Project safety.

**K.20 Confidential Information**

In the course of the Contractor's performance of the Work, the Department may make available to the Contractor information that the Department designates as trade secrets or other confidential engineering, technical and business information. As long as, and to the extent that, such information remains confidential and available to others only with the consent of the Department, or is not generally available to the public from other sources, the Contractor shall maintain such information in strict confidence and shall not disclose any such information to others (including its employees or Subcontractors), except to the extent necessary to enable the Contractor to carry out the Project. The Contractor shall similarly obligate any and all persons to whom such information is necessarily disclosed to maintain the information in strict confidence. The Contractor agrees that, in the event of any breach of this confidentiality

obligation, the Department shall be entitled to equitable relief, including injunctive relief or specific performance, in addition to all other rights or remedies otherwise available.

**K.21 No Third-Party Beneficiary Rights**

Nothing in this Contract shall be construed as creating third-party beneficiary rights in any person or entity, except as otherwise expressly provided in this Contract.

**K.22 Media Releases**

Neither the Contractor, its employees, agents or Subcontractors or material suppliers shall make any press release or similar media release related to the Project unless such press release have been discussed with the Department prior to its issuance.

**K.23 Construction**

This Contract shall be construed fairly as to all parties and not in favor of or against any party, regardless of which party prepared the Contract.

**K.24 Notices**

All notices or communications required or permitted under the Contract shall be in writing and shall be hand delivered or sent by telecopier or by recognized overnight carrier to the intended recipient at the address stated below, or to such other address as the recipient may have designated in writing. Any such notice or communication shall be deemed delivered as follows: if hand delivered, on the day so delivered, if sent by telecopier, on confirmation of successful transmission, and if sent by recognized overnight carrier, the next business day.

If to the Contractor

If to the Department:

Brenda Allen  
Chief Contracting Officer  
Department of General Services  
1250 U St NW– 3rd Floor  
Washington, DC 20009

This Paragraph shall be read as imposing minimum requirements for distribution of required contractual notices, and not as displacing distribution requirements with respect to periodic reports and other documents.

**K.25 Limitations**

The Contractor agrees that any statute of limitations applicable to any claim or suit by the Department arising from this Contract or its breach shall be controlled by applicable District of Columbia law.

**K.26 Binding Effect; Assignment**

The Contract shall inure to the benefit of, and be binding upon and enforceable by, the parties and their respective successors and permitted assigns. The Contractor acknowledges that, in entering into the Contract, the Department is relying on the particular qualifications of the Contractor, and the Contractor therefore shall not delegate or assign any of its duties or obligations under the Contract, except in accordance with the Contract's provisions relating to subcontracting, or pursuant to the Department's prior written consent. The Contractor shall not assign its rights under the Contract, including the right to all or a portion of its compensation, without the Department's prior written consent. Any delegation or assignment made contrary to the provisions of this Paragraph shall be null and void.

**K.27 Survival**

All agreements, warranties, and representations of the Contractor contained in the Contract or in any certificate or document furnished pursuant to the Contract shall survive termination or expiration of the Contract.

**K.28 No Waiver**

If the Department waives any power, right, or remedy arising from the Contract or any applicable law, the waiver shall not be deemed to be a waiver of the power, right, or remedy on the later recurrence of any similar events. No act, delay, or course of conduct by the Department shall be deemed to constitute the Department's waiver, which may be affected only by an express written waiver signed by the Department.

**K.29 Remedies Cumulative**

Unless specifically provided to the contrary in the Contract, all remedies set forth in the Contract are cumulative and not exclusive of any other remedy the Department may have, including, without limitation, at law or in equity. The Department's rights and remedies will be exercised at its sole discretion, and shall not be regarded as conferring any obligation on the Department's to exercise those rights or remedies for the benefit of the Contractor or any other person or entity.

**K.30 Headings/Captions**

The headings or captions used in this Agreement or its table of contents are for convenience only and shall not be deemed to constitute a part of the Contract, nor shall they be used in interpreting the Contract.

**K.31 Entire Agreement; Modification**

The Contract supersedes all contemporaneous or prior negotiations, representations, course of dealing, or agreements, either written or oral. No modifications to the Contract shall be effective against the Department unless made in writing signed by both the Department and the Contractor, unless otherwise expressly provided to the contrary in the Contract. Notwithstanding the foregoing, nothing herein shall be construed to limit the Department's ability to unilaterally modify the Contract.

**K.32 Severability**

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and in lieu of each such invalid, illegal or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable; each part of this Agreement is intended to be severable.

**K.33 Anti-Deficiency Act**

The Department's obligations and responsibilities under the terms of the Contract and the Contract Documents are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1350, 1351, (ii) the D.C. Code 47-105, (iii) the District of Columbia Anti-Deficiency Act, D.C. Code §§ 47-355.01 - 355.08, as the foregoing statutes may be amended from time to time, and (iv) Section 446 of the District of Columbia Home Rule Act. Neither the Contract nor any of the Contract Documents shall constitute an indebtedness of the Department, nor shall it constitute an obligation for which the Department is obligated to levy or pledge any form of taxation, or for which the Department has levied or pledged any form of taxation. IN ACCORDANCE WITH § 446 OF THE HOME RULE ACT, D.C. CODE § 1-204.46, NO DISTRICT OF COLUMBIA OFFICIAL IS AUTHORIZED TO OBLIGATE OR EXPEND ANY AMOUNT UNDER THE CONTRACT OR CONTRACT DOCUMENTS UNLESS SUCH AMOUNT HAS BEEN APPROVED, IS LAWFULLY AVAILABLE AND APPROPRIATED BY ACT OF CONGRESS.

**K.34 Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Department and Department's consultants, agents, and employees from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees arising out of or resulting from its performance of the Work.

**K.37 Claims and Dispute Resolution.**

All claims arising out of this Contract shall be governed by the terms of the Standard Contract Provisions, as amended.

**K.38 Claims for Additional Time.**

**K.38.1** Time is of the essence for this Contract.

**K.38.2** The Contractor shall perform the Work so that it achieves Full Completion no later than August 18, 2017. Unless the failure to achieve Full Completion by the Full Completion Date is a result of an Excusable Delay, as defined in Section K.39, the delay shall be deemed Non-Excusable and the Contractor shall not be entitled to an extension of time. Without limiting the generality of the foregoing, delays for the following reasons shall be regarded as Non-Excusable and shall not entitle the Contractor to an extension of time:

**K.38.2.1** Delays due to job site labor disputes, work stoppages, or suspensions of work;

**K.38.2.2** Delays due to adverse weather, unless the Contractor establishes that the adverse weather was of a nature and duration in excess of averages established by data from the U.S. Department of Commerce, National Oceanic and Atmospheric Administration for the Project locale for the ten (10) years preceding the effective date of the Contract;

**K.38.3.3** Delays due to the failure of the Contractor or Subcontractors or material suppliers at any tier to perform in timely or proper fashion, without regard to concepts of negligence or fault; or

**K.38.3.4** Delays due to Site conditions whether known or unknown as of the effective date of the Contract, foreseeable or unforeseeable at that time, naturally occurring or man-made; provided, however, that delays due to Differing Site Conditions, or Hazardous Materials Remediation shall be deemed an Excusable Delay.

**K.39 Excusable Delay**

The Contractor shall be entitled to request an adjustment in the Substantial Completion Dates due to an Excusable Delay. The term “Excusable Delay” shall mean:

**K.39.1** Delays due to adverse weather other than those that are classified as a Non-Excusable delay;

**K.39.2** Delays due to acts of God, war, unavoidable casualties, civil unrest, and other similar causes of delay that are beyond the control of the Contractor; provided, however, that in no event shall a Non-Excusable delay or the action of the Contractor, or any of its employees, agents, Subcontractors or material suppliers be deemed an Excusable Delay; or

**K.39.3** Delays caused by Differing Site Conditions, or Hazardous Materials Remediation.

**K.39.4** In addition to the forgoing, a delay shall be deemed to be an Excusable Delay only to the extent that such delay (i) warrants an extension in the Substantial or Final Completion Dates; (ii) has not been caused by the Contractor or any of its employees, agents, Subcontractors or material suppliers; (iii) is on Project’s critical path; (iv) is in addition to a time contingency of twenty-one (21) calendar days that is built into the critical path; and (v) is of a duration of not less than three (3) days.

**K.39.5** If the Contractor wishes to make a request for an increase in the Contract time, written notice as provided herein shall be given. The Contractor’s written notice and request shall include an estimate of the cost and of the probable effect of delay on the progress of the Work. In the case of continuing delay, only one request is necessary. The information set forth in the Contractor’s request, including, but not limited to any additional costs, shall be for the Department’s consideration in determining whether to grant the Contractor’s request for an increase in the Contract time and shall not be construed to entitle the Contractor to additional compensation or reimbursement of additional costs.

**K.39.6** In no event shall the Contractor be entitled to an increase in the Lump Sum Price a result of either an Excusable or Non-Excusable Delay.



## **SECTION L**

### **DEFINITIONS**

#### **L.1 Agreement**

The term Agreement shall mean this IFB, including the Standard Contract Provisions, as amended and any document attached hereto and/or incorporated by reference.

#### **L.2 Change Directive**

A written direction signed and issued by the Department ordering the Contractor either to provide pricing and schedule impact information for a described change to the Work or to proceed with a described change and provide pricing and schedule impact information after beginning the changed Work.

#### **L.3 Change Event**

Any condition, event, act, omission or breach, other than the issuance of a Change Directive, which the Contractor believes entitles it to a change in the Lump Sum Price, or the Substantial or Final Completion Date.

#### **L.4 Change Order**

A written document, executed by the Department and the Contractor, setting forth the agreed terms upon which a change to the Contract has been made.

#### **L.5 Construction Documents**

The final Contract Documents, as prepared, sealed by the Architect/Engineer's design professional in accordance with the law, and issued by the Contractor for the purpose of obtaining bids from potential trade Subcontractors and material suppliers for use in constructing the Project.

#### **L.6 Contract**

The entire, integrated agreement between the Department and the Contractor with respect to the Project, consisting of this Agreement, the Attachments to the IFB, the Construction Documents released for the Contractor's use and any Change Directives or Change Orders that have been executed by the Department.

#### **L.7 Drawings**

The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and wherever issued, showing the design, locations and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

#### **L.8 Final Completion**

The point at which Substantial Completion has been achieved, all punch list items noted at Substantial Completion have been completed and all documents the Contractor is required to deliver to the Department as a condition to receiving final payment.

**L.9 Final Completion Date**

The date established herein by which the Contractor shall achieve Final Completion. The Final Completion Date may be modified only by Change Order or Change Directive in accordance with the Agreement.

**L.10 Fully Complete**

To undertake all of the Work necessary to fully construct and complete the Project and execute all tasks necessary to obtain the final Certificate of Occupancy for the Project from the District of Columbia; submit final lien releases from the Contractor and Subcontractors and material suppliers; complete all punch list items to the Department's approval and sign-off; and cause all representations, warranties and guarantees to be honored and otherwise fulfill all of the requirements set forth in the Contract.

**L.11 Hazardous Material**

Any toxic substance or hazardous chemical defined or regulated pursuant to federal, state or local laws relating to pollution, treatment, storage or disposal of waste, or protection of human health or the environment. Such laws include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Clean Water Act, the Clean Air Act and laws relating to emission, spills, leaks, discharges, releases or threatened releases of toxic material. The term Hazardous Materials shall also include petroleum and petroleum bi-products. **Hazardous Material Remediation** shall mean the work performed to remove, treat and/or dispose of Hazardous Material.

**L.12 Notice to Proceed**

A written notice to proceed, signed by the Department, directing the Contractor to proceed with the Project or any portion of the Project.

**L.13 Project Schedule**

The schedule for the project agreed to by the Department and the Contractor herein. Such schedule shall not be changed except by a Change Order or Change Directive issued by the Department. The schedule shall be in a form and contain such detail as may be agreed upon by the Parties.

**L.14 Specifications**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

**L.15 Subcontractor**

Any person, natural or legal, to whom the Contractor delegates performance of any portion of the Work required by the Contract. The term "Subcontractor," used without a qualifier, shall mean a subcontractor in direct privity with the Contractor. "Subcontractors at all tiers" shall mean not

only those Subcontractors in direct privity with the Contractor, but also those performing Work pursuant to sub-subcontracts, sub-sub-subcontracts, and so on. "Subcontractors" shall include both those who are retained to perform labor only and those who are retained both to perform labor and to supply material or equipment. "Subcontractors" shall also include design professionals who are not the Contractor's employees and to whom the Contractor delegates any part of its responsibilities under the Contract, except that references to "trade Subcontractors" shall exclude design professionals.

**L.16 Substantial Completion**

Substantial Completion shall have the meaning ascribed in Section B.4 above.

**L.18 Substantial Completion Dates**

The dates established herein by which the Contractor shall achieve Substantial Completion. The Substantial Completion Dates may be modified only by Change Order or Change Directive in accordance with the Agreement.

# ATTACHMENT A

## Attachment A

### Four Generators for Four Locations

# **ATTACHMENT B**

[Contractor's Letterhead]

[Insert Date]

Mr. George G. Lewis  
Interim Director/Chief Contracting Officer  
District of Columbia Department of General Services  
2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor  
Washington, DC 20009

Reference: Invitation for Bid DCAM-17-CS-0106  
Furnishing and Installation of New Standby Generators at Four Locations

Dear Mr. Lewis:

On behalf of [INSERT NAME OF BIDDER] (the "Bidder"), I am pleased to submit this bid in response to the Department of General Services' (the "Department" or "DGS") Invitation for Bid (the "IFB") for the Furnishing and Installation of New Standby Generators at four locations. The Bidder has reviewed the IFB and the attachments thereto, any addenda thereto, and the proposed Form of Contract (collectively, the "Bid Documents" or "Contract Documents") and has conducted such due diligence and analysis as the Bidder, in its sole judgment, has deemed necessary in order to submit its bid in response to the IFB. The Bidder's bid and the Lump Sum Price are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents. (Collectively, the bid and the Lump Sum Price are referred to as the "Bidder's Bid".)

The Bidder's Bid is as follows:

<b><u>DESCRIPTION</u></b>	<b><u>PRICE</u></b>
New Standby Generator at Emergency Housing (Family) 342 37 <sup>th</sup> Street SE, 20019	
New Standby Generator at New York Avenue Shelter 1355 New York Ave NE, 20002	
New Standby Generator at Blair Shelter 634 I Street NE, 20002	
New Standby Generator at Emery Shelter 1725 Lincoln Rd NE 20002	
<b>Allowance</b> for an increase in natural gas pressure provided from Washington Gas	\$8,000.00
<b>TOTAL LUMP SUM PRICE (including allowance)</b>	

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

1. The Bidder agrees to hold its bid open for a period of at least one hundred twenty (120) days after the IFB closing date.
2. Assuming the Bidder is selected by the Department and subject only to the changes requested in paragraph 5, the Bidder 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.
3. Both the Bidder and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Bidder to the terms of the Bidder's bid. The Bidder further represents and warrants that no further action or approval must be obtained by the Bidder in order to authorize the terms of the Bidder's bid.
4. The Bidder 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 bid in response to the IFB 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 bid in response to the IFB; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.
5. The Bidder 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 subconsultant 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.
6. This Form of Offer Letter and Bid Form are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, AND STATE OF FORMATION FOR THE BIDDER].

Sincerely,

Company: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_



# ATTACHMENT C

**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 D

General Decision Number: DC170002 06/16/2017 DC2

Superseded General Decision Number: DC20160002

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 \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any 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 \$10.20 (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 2017. 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	01/06/2017
1	01/13/2017
2	04/21/2017
3	05/05/2017
4	05/26/2017
5	06/09/2017
6	06/16/2017

ASBE0024-007 10/01/2016

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 35.03	15.32

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

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ASBE0024-008 10/01/2016

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER.....	\$ 22.36	6.79

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

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ASBE0024-014 10/01/2016

	Rates	Fringes
FIRESTOPPER.....	\$ 27.56	7.23

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.

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BRDC0001-002 04/30/2017

	Rates	Fringes
BRICKLAYER.....	\$ 30.91	10.24

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CARP0177-003 05/01/2016

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

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\* CARP0179-001 05/01/2017

	Rates	Fringes
PILEDRIVERMAN.....	\$ 29.94	10.95

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CARP0219-001 04/01/2016

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

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ELEC0026-016 06/05/2017

	Rates	Fringes
ELECTRICIAN, Includes Installation of HVAC/Temperature Controls.....	\$ 44.65	16.74

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ELEC0026-017 09/05/2016

	Rates	Fringes
ELECTRICAL INSTALLER (Sound & Communication Systems).....	\$ 27.55	10.20

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.

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ELEV0010-001 01/01/2017

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 42.79	31.585+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.

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IRON0005-005 06/01/2016

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

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IRON0201-006 05/01/2016

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

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LABO0657-015 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.

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MARB0002-004 04/30/2017

	Rates	Fringes
MARBLE/STONE MASON.....	\$ 36.91	16.55

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)

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MARB0003-006 04/30/2017

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 27.44	11.44

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MARB0003-007 04/30/2017

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 22.51	10.50

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MARB0003-008 04/30/2017

	Rates	Fringes
TILE SETTER.....	\$ 27.44	11.44

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MARB0003-009 04/30/2017

	Rates	Fringes
TILE FINISHER.....	\$ 22.51	10.50

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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

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PAIN0051-015 06/01/2016

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

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PLAS0891-005 07/01/2016

	Rates	Fringes
PLASTERER.....	\$ 28.83	6.05

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PLAS0891-006 02/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 27.65	10.08

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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.

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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.

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PLUM0602-008 11/01/2016

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe Installation.....	\$ 39.89	20.52+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.

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ROOF0030-016 05/01/2016

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

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SFDC0669-002 04/01/2017

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 34.40	19.24

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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

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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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. 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).

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)).

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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 E

## 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>PENAL SUM OF BOND</b>			
<b>SURETY(IES) (Name(s) and Address(es))</b>	<b>AMOUNT NOT TO EXCEED</b>			<b>5% OF BID</b>
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	
	<b>PROPOSAL IDENTIFICATION</b>			
	<b>PROPOSAL CLOSING DATE</b>		<b>REQUEST FOR PROPOSAL NO.</b>	
<p>KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto are firmly bound to the District of Columbia Government, a municipal corporation, hereinafter called "the District", in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, jointly and severally; Provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action against any or all of us, and for all other purposes each Surety bonds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.</p> <p>THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the bid identified above. NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the receipt of the same, or, no period be specified, within ninety (90) calendar days after said receipt, and shall within the period specified therefore, or, if no period be specified, within ten (10) calendar days after being called upon to do so, furnish Performance &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>IN WITNESS WHEREOF, 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>
<div style="text-align: center;">Name &amp; Title (typed)</div>		<div style="text-align: center;">Name &amp; Title (typed)</div>		
<b>2. SIGNATURE</b>  <div style="text-align: center;">Seal</div>		<b>2. ATTEST</b>  		<b>Corporate Seal</b>
<div style="text-align: center;">Name &amp; Title (typed)</div>		<div style="text-align: center;">Name &amp; Title (typed)</div>		

## 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 F