



**D.C. DEPARTMENT OF GENERAL SERVICES
REQUEST FOR PROPOSALS**

**DESIGN AND INSTALLATION OF LOW IMPACT DEVELOPMENT STORMWATER
MEASURES AND OUTDOOR EDUCATION FEATURES AT
THREE DISTRICT OF COLUMBIA SCHOOLS**

Issue Date: October 5, 2012

Pre-Proposal Conference: October 11, 2012

Proposal Due Date: October 31, 2012 by 2:00 p.m. Local Time

Contact: JW Lanum
Associate Director/Contracting Officer
Contracts & Procurement Division
2000 14th Street NW - 8th Floor
Washington, DC 20009
202-727-2800

Solicitation Number: DCAM-13-CS-0004

Executive Summary

The District of Columbia Department of General Services (“Department” or “DGS”), on behalf of the District Department of Environment (“DDOE”), is seeking a firm to provide the design and installation of Low Impact Development (“LID”) stormwater retrofits and outdoor education features at three (3) District of Columbia Public Schools located in Washington, DC. The projects will be considered a combined project, and the Department anticipates making one (1) award under this RFP.

A.1 Background:

Maury Elementary School

Maury is a public elementary school in Northeast Washington in the Capitol Hill neighborhood located at 1250 Constitution Avenue, N.E. The school has a newer building with internal roof drainage and an historic building with downspouts. The majority of the schoolyard is located in the rear of the building and, currently, 100% paved. Along the front and side of the school, there are two unpaved and fenced areas. The steeply sloping side yard has been recently terraced with the intention of capturing runoff and reducing erosion. The scope of work is defined in **Attachment A-1**.

Langdon Education Campus

Langdon EC is located at 1900 Evarts Street, N.E., in the Anacostia watershed and on an MS4 storm sewer system. Approximately one-third of the school ground is used as an athletic field; one-third of the school ground is asphalt with playground equipment and one-third of the school is separated by green space areas. The area in the back of the school has hill with a water runoff problem. The scope of work is defined in **Attachment A-2**.

St. Columba’s Nursery School

St. Columba’s Nursery School located at 4201 Albermarle Street, N.W., is roughly 200 ft. by 300 ft. Approximately 15% is covered with asphalt; about 65-70% is covered by building and an undetermined amount is covered by walkways. There is approximately 15% of green space located at St. Columba Nursery School. The school is in the Potomac watershed in the separate sewer system. There is a storm drain on site at the edge of the children’s play space by the fence of Albemarle St, NW. The erosion problem occurs mainly on the playground. The scope of work is defined in **Attachment A-3**.

A.2 Form of Contract:

The Form of Contract will be issued by addendum. Offerors should carefully review the Form of Contract when submitting their proposal. To the extent there are any inconsistencies between this RFP and the Form of Contract, the Form of Contract shall prevail. Offerors are further advised that they are required to submit their proposals premised upon entering into a contract that is substantially similar to the Form of Contract and that any proposed changes to the Form of

Contract must be clearly identified and described in their proposal. A proposal that fails to specifically identify and describe the requested changes shall be deemed non-responsive.

A.3 Contractor's Compensation:

The Department intends to obtain lump sum bids for this work. The lump sum bid by the Offeror should include sufficient funding to cover all of the costs necessary to fully complete the Project, including, but not limited to, design services, labor, materials, trade subcontractor costs, general conditions, insurance and bonding, home office overhead and profit. The lump sum bid should include the price for CLINS 0001 through 0004.

A.4 Procurement Schedule:

The schedule for this procurement is as follows:

- Issue RFP - October 5, 2012
- Pre-proposal Conference - October 11, 2012 at 10:00 am
- Last Day for Questions/Clarifications - October 22, 2012
- Proposals Due - October 31, 2012 at 2:00 pm

A.5 Attachments:

- Attachment A-1 through A-3** - Narrative Scopes of Work
 - Attachment B** - Form of Offer Letter
 - Attachment C** - Disclosure Statement
 - Attachment D** - Tax Affidavit
 - Attachment E** - Davis-Bacon Wage Rate
 - Attachment F** - Bid Guaranty Certification
 - Attachment G** - Bid Bond Form
 - Attachment H** - Subcontracting Plan Form
 - Attachment I** - 2010 Living Wage Act Notice and Fact Sheet
 - Attachment J** - Past Performance Evaluation Form
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SECTION B

SCOPE OF WORK

B.1 Scope of Work:

In general, the selected Contractor shall be required to complete the projects described in **Attachments A-1 through A-3**. In general, the projects shall include the design, site preparation, obtaining all permits, and construction of a series of Low Impact Development Stormwater measures and outdoor education features. The Contractor shall be expected to perform the installation of retrofits at all three (3) locations simultaneously. Without limiting the generality of the foregoing, the Contractor shall be required to provide all of the design services, labor, materials, tools and supervision necessary to accomplish these tasks. The Project must be completed no later than September 30, 2013.

B.1.1 Design & Construction Management:

The Contractor shall provide overall supervision and management of the project design and construction included in this task. This includes project planning, budgeting, scheduling, and performance. Some of the major activities provided by this task include.

B.1.2 Determine Current Site Characteristics:

The Contractor shall review and record existing information for the site including locations and depths of heating oil tanks, sanitary and storm sewers, and utilities (if any), and surveys of land plats and ownership points.

The Contractor shall perform field reconnaissance of existing conditions and survey study area including the drainage area. Perk tests and studies of area geology, soil types, and depth of the water will only be necessary if required by permit reviewers.

The Contractor shall estimate stormwater flows into and out of the restoration area.

B.1.3 Provide Draft Designs:

The Contractor shall prior to starting detailed design documents, meet with DDOE, and the schools to outline recommendations for the bioretention stormwater retrofits including.

B.1.4 Design Bioretention Systems:

The Contractor shall design plans and specifications for the bioretention systems in the three project locations. The design plans shall include the location and type of structures to be utilized as well as storage capacity. A planting plan shall be developed by the Contractor that suits each location.

The Contractor shall develop an operations plan to include an erosion control plan, an access plan, identification of the Contractor lay down area(s), specified work zone limits, and safety regulations. The operations plan shall address prevention of damage to lands outside of the accepted limits of disturbance and consider the educational and residential character of the project areas with recommendations.

The Contractor shall address the timing of each phase of construction, and specify the size and type of materials and machinery needed for the work in the operations plan.

B.1.5 Obtain Necessary Permits for Construction:

The designs for this project shall go through the DDOE, Watershed Protection Division plan review process and complete any necessary permit applications. The DDOE will not waive permits but will provide assistance in obtaining permits.

The Contractor shall obtain other construction permits required including, but not limited to, permits for staging equipment in public space and traffic management. The contractor shall be required to examine which permits shall be needed for this project.

B.1.6 Construct Stormwater Retrofits:

The Contractor shall use the specifications from the design documents and operations plans accepted by the project partners when installing the stormwater retrofits in the project locations.

The Contractor shall have a construction foreman who is on-site daily to oversee the installation work. The foreman shall make sure that appropriate erosion and sediment control measures are installed and maintained, check to see that the materials used meet the standards of the design specifications, ensure that the structures installed are within the specifications included in the design documents; and the operations plan is followed and work is contained to within the limits of disturbance so that the environmental impact to the site is minimized.

B.1.7 Warrantee:

The Contractor shall provide a two (2) year warrantee for the work completed on this contract. The warrantee shall address any unanticipated erosion problems in the construction area, replanting vegetation if more than 15% (as defined by canopy coverage) dies and replace or repair any bioretention structure that is damaged or has failed due to storm events.

B.2 Personnel:

The Contractors personnel shall have the necessary experience and licenses to perform the required work.

B.3 Licensing, Accreditation and Registration:

The Contractor and all of its subcontractors and sub-consultants (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.

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 Davis-Bacon Act:

The Davis-Bacon Act is applicable to this Project. As such, the Contractor and its trade subcontractors shall comply with the wage and reporting requirements imposed by that Act. Applicable wage determination is attached hereto as **Attachment E**

B.6 Apprenticeship Act:

The Apprenticeship Act shall apply to this contract, and the Contractor and all of its trade subcontractors shall be required to comply with that act.

B.7 Time is of the Essence:

Time is of the essence with respect to the contract. The Project must be substantially complete by September 30, 2013. As such, the Contractor shall dedicate such personnel and other resources as to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.

B.8 Retainage of Funds:

Ten percent (10%) of the total project budget will be retained until satisfactory completion of work is documented by DDOE. Satisfactory completion is defined by:

B.8.1 Successful installation of Low Impact Development stormwater measures and outdoor education features meeting the requirements defined in "background" section of this scope of work.

B.8.2 The Contractor has scheduled all pre & post-construction meetings with DDOE inspectors and has received official sign off on the low impact development stormwater retrofit facilities, including signature of the maintenance covenant.

B.8.3 The Contractor has submitted as-built drawings to DDOE within 21 days of completion of projects.

B.8.4 All planted material has received 3 weeks of watering done at an interval of every other day (at a minimum).

SECTION C

ECONOMIC INCLUSION

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

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

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

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

C.2 SLDBE Participation:

C.2.1 This Request for Proposals (RFP) is designated for the **Open Market** with a 35% SBE Subcontracting Set-Aside for contracts over \$250,000.00. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a Subcontracting Plan that is required by law. For construction contracts in excess of \$250,000.00, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with Section. Offerors shall be required to submit a Local Business Enterprise Utilization Plan with their proposals. The Utilization Plan must demonstrate how this requirement will be met and, to the extent possible at this stage in the project, should identify the specific firms that will be used

and their respective roles. Offerors shall submit the Subcontracting Plan Form included as **Attachment H** with the Utilization Plan.

C.3 Residency Hiring Requirements for Contractors and Subcontractors:

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

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

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

SECTION D EVALUATION AND AWARD CRITERIA

D.1 Selection Criteria:

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

- Experience and References (25 points)
- Key Personnel (20 points)
- Local Business Utilization Plan (5 points)
- Project Management Plan (10 Points)
- Design and Construction Schedule (10 points)
- Price (30 points)

D.2 Evaluation Process:

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

D.3 Evaluation Committee:

Each submission will be evaluated in accordance with this **Section D** by an Evaluation Committee. The Evaluation Committee will prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official will select the Offeror(s) whose submissions are determined by the source selection official to be the most advantageous to the Department.

D.4 Oral Presentation:

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

D.4.1 Length of Oral Presentation:

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

D.4.2 Schedule:

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

D.4.3 Offeror Attendees:

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

D.4.4 Topics:

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

D.5 Proposal Evaluation:

Each proposal will be scored on a scale of 1 to 100 points. In addition, Offerors will be eligible to receive up to 12 preference points as described in **Section C.1** of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is 112. The contract will be awarded to the contractor whose proposal conforming to the solicitation is deemed most advantageous to the District.

D.6 Non-Responsive Pricing:

In general, the Department will consider a proposal non-responsive if the Offeror's price is greater than 150% of the median price submitted by other Offerors. The Office reserves the right to deem a proposal non-responsive if Offeror's price is greater than 150% of the independent government estimate.

SECTION E PROPOSAL ORGANIZATION AND SUBMISSION

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

E.1 Submission Identification:

Submissions shall be proffered in an original and five (5) copies. The Offeror's submission shall be placed in a sealed envelope conspicuously marked: "Proposal for Design and Installation Of Low Impact Development Stormwater Measures and Outdoor Education Features at Three District of Columbia Schools."

E.2 Delivery or Mailing of Submissions:

Submissions shall be delivered or mailed to:

Department of General Services
Attn: Tia Mercer
2000 14th Street, NW 8th Floor
Washington, D.C. 20009
Phone: (202) 729-2171

E.3 Date and Time for Receiving Submissions:

Submissions shall be received no later than 2:00 pm local time on October 31, 2012. The Offeror assumes the sole responsibility for timely delivery of its submission, regardless of the method of delivery.

E.4 Submission Size, Organization and Offeror:

All submissions shall be submitted on 8-1/2" x 11" bond paper and typewritten. Telephonic, telegraphic, and facsimile submissions shall not be accepted. The Department is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. The submission shall be organized in two (2) separate volumes as follows:

E.5 TECHNICAL PROPOSAL SECTION – VOLUME I

E.5.1 Executive Summary:

Each Offer shall provide a summary of no more than three (3) pages of the information contained in the following sections.

E.5.2 General Information and Firm(s) Data:

Each Offeror shall provide the following information for the Contractor and each of its subcontractors.

- A. Name(s), address(es), and role(s) of each firm (including all sub-contractor)
- B. Firm profile(s), including:
 - i. Age
 - ii. Firm history(ies)
 - iii. Firm size(s)
 - iv. Areas of specialty/concentration
 - v. Current firm workload(s) projected over the next year
 - vi. Provide a list of any contracts held by the Offeror where the contract was terminated (either for default or convenience). This list shall also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.

E.5.3 Disclosure Form:

Each Offeror shall submit a Disclosure Statement substantially in the form of **Attachment C**.

E.5.4 Relevant Experience and Capabilities:

The Department desires to engage a Contractor with the experience necessary to realize the objectives set forth in **Section A** of this RFP. Offerors will be evaluated based on demonstrated experience in similar projects. The Offeror shall provide the following information for similar projects the Contractor has completed in the past five (5) years:

1. Name, location and owner of contract;
2. Description of work performed by the Offeror including comparisons to the work of this solicitation and constraints on performance of work;
3. Contract amount and time period (start and finish dates);
4. Name, title, address, email address and telephone number of a verifiable representative of the Owner. The Offeror will be responsible to provide valid and accurate contact information;

5. Indicated the percentage and type of contract work performed by subcontractors; if utilized. Describe what aspect of the statement of work was performed by subcontractors.
6. Ensure that a minimum of three (3) Past Performance Evaluation Forms (**Attachment D**) are completed by the contracting entity identified above and submitted to tia.mercer@dc.gov by the closing date and time for proposals.

If the Offeror is a team, or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed tea, or joint venture. This element of the evaluation will be worth up to twenty five (25) points.

E.5.5 Key Personnel:

Offerors shall assign senior personnel to this Project who have experience in designing and constructing projects requiring similar scope and budget. The availability and experience of the key individuals assigned to this Project will be evaluated as part of this element. The Offeror shall provide resumes and any required certifications for the aforementioned key personnel.

Offerors shall provide a table that identifies the specific staff that will be assigned to this Project. The table should include: (i) the individual's name (if known); (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this project); and (iv) the time periods during which the individual will be assigned to the Project. This table should include all personnel that will be assigned to the Project. This element of the evaluation will be worth up to twenty (20) points.

E.5.6 Local Business Utilization Plan:

The Department desires the selected Contractor to provide the maximum level of participation for Local, Small and Disadvantaged Business Enterprises as well as employment opportunities for District of Columbia residents. Offeror should provide: (i) a narrative description of similar projects and the Offeror's success in meeting such goals; and (ii) a chart, in summary form, that identifies the Offeror's major public projects over the last five years and its success in achieving such goals. Offerors will be evaluated in light of their demonstrated experience in meeting such goals and their proposed LSDBE Utilization Plan. This element of the evaluation will be worth up to five (5) points.

E.5.7 Project Management Plan:

Offerors shall to submit a Project Management Plan. The Project Management Plan should clearly explain how the Contractor intends to manage and implement the Project. It should demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided. At a minimum, the plan should address management approach, team organization, quality control procedures, cost control mechanisms, "in-house" disciplines, specialty consultants and subcontractors, the percentage of time each individual will devote to the project, customer servicing, technological support mechanism (CADD, Project

Management software, etc.), as well as the coordination of all resources to achieve project objectives. The Department will also consider the experience that the team members have working together on similar projects. This element of the evaluation is worth up to ten (10) points.

E.5.8 Design and Construction Schedule:

Offerors shall submit with their proposal a preliminary Design and Construction Schedule Plan that shows the anticipated manner in which the Project will be constructed based on a completion date of September 30, 2013. The schedule should show the proportionality between design, permitting and construction time frames as to demonstrate the Offeror's understanding of the Project and the key issues related to the Project. This element of the evaluation is worth up to ten (10) points.

E.6 PRICE PROPOSAL SECTION – VOLUME 2

E.6.1 Price:

The Offeror shall submit the Form of Offer Letter in substantially the form of **Attachment B**. This element of the evaluation is worth up to thirty (30) points.

E.6.2 Tax Affidavit:

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

E.6.3 Bid Guaranty Certification:

Each Offeror shall submit the Bid Guaranty Certification substantially in the form of **Attachment F**. See Section H for further instructions.

E.6.4 Proposal Bond Form:

Each Offeror shall submit the Proposal Bond Form substantially in the form of **Attachment G**.

E.6.5 Subcontracting Plan Form:

Each Offeror shall submit the Subcontracting Plan Form substantially in the form of **Attachment H**.

SECTION F BIDDING PROCEDURES & PROTESTS

F.1 Contact Person:

For information regarding this RFP please contact:

*Tia Mercer
Contract Specialist
Department of General Services
2000 14th Street, NW, 8th Floor
Washington, D.C. 20009
Phone: (202) 729-2171*

Any written questions or inquiries shall be sent to Tia Mercer at the address above.

F.2 Pre-Proposal Conference:

A pre-proposal conference will be held on October 11, 2012 at 10:00 a.m. at the Frank D. Reeves Center, 2nd Floor Community Room located at 2000 14th Street, NW, Washington, DC 20009. Interested Offerors are strongly encouraged to attend.

F.3 Explanations to Prospective Offerors:

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

Requests should be directed to Tia Mercer at the address listed in Section F.1 no later than the close of business on October 22, 2012. The person making the request shall be responsible for prompt delivery.

F.4 Protests:

Protests shall be governed by §4734 of the Department's Procurement Regulations (27 DCMR, Chapter 47). The District of Columbia Contract Appeals Board shall be the exclusive hearing tribunal for bid protests and disputes in connection with decisions by the Chief

Contracting Officer (CCO) under §4732 and §4733. Claims shall be made in accordance with Title X of the 2010 Procurement Practices Reform Act.

F.5 Contract Award:

This procurement is being conducted in accordance with the provisions of §4721 of the Department's Procurement Regulations (27 DCMR, Chapter 47).

F.6 Retention of Submissions:

All submissions will be retained by the Department and therefore will not be returned to the Offerors. 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.

F.7 Examination of Submissions:

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

F.8 Late Submissions/ Modifications:

- A. Any submission or best and final offer received at the Department designated in this RFP after the exact time specified for receipt will not be considered.
- B. Any modification of a submission, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in F.8.A stated above.
- C. The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the submission wrapper or other documentary evidence of receipt maintained by the installation.
- D. Notwithstanding any other provisions of this RFP to the contrary, a late modification of an otherwise successful submission which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.
- E. Submissions shall be irrevocable and remain in full force and effect for a period not less than one hundred twenty (120) days after receipt of submissions.

F.9 No Compensation for Preparation of Submissions:

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

F.10 Rejection of Submissions:

The Department reserves the right, in its sole discretion:

- A. To cancel this solicitation or reject all submissions.
- B. To reject submissions that fail to prove the Offeror's responsibility.
- C. To reject submissions that contain conditions and/or contingencies that in the Department's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- D. To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.
- E. To take any other action within the applicable Procurement Regulations or law.
- F. To reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.

F.11 Limitation of Authority:

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

SECTION G INSURANCE REQUIREMENTS

G.1 Required Insurance:

The Contractor will be required to maintain the following types of insurance throughout the life of the contract.

G.1.1 Commercial general public liability insurance (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than Two Million Dollars (\$2,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Two Million Dollars (\$2,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage and must be maintained for a period of at least three (3) years after substantial completion occurs.

G.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.

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

G.2 Additional Insured:

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

G.3 Waiver of Subrogation:

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

G.4 Strength of Insurer:

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

SECTION H BONDS

H.1 Proposal Bond:

Offerors shall submit with their proposal a proposal bond in the amount of \$15,000.00 on the form included as Attachment G. All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties. Alternatively, Offerors may submit a cashier's check or irrevocable letter of credit in lieu of a proposal bond. However, in the event an Offeror who is awarded a contract fails to post a payment and performance bond for the full value of the contract, the Offeror shall there by forfeit the full amount of the cashier's check or letter of credit, and the Department will collect such funds as liquidated damages. If the Offeror chooses to submit a cashier's check or letter of credit in lieu of a proposal bond, the Offeror shall complete the form included as **Attachment F** and return, notarized, with the Offeror's proposal. Letters of credit must be: (i) unconditional and standby; (ii) irrevocable; (iii) issued by an FDIC insured institution that is reasonably acceptable to the Department; and (iv) able to be drawn on in the Washington, DC metropolitan area. The letter of credit shall provide that it may be drawn upon if the holder of the letter of credit submits a signed statement by Department's CCO stating that the Offeror has failed to enter into a contract consistent with the terms of this procurement and the Offeror's proposal submitted thereunder.

H.2 Contractor's Payment and Performance Bond:

The Contractor shall be required to post a payment and performance bond having a penal value of the contract amount.

Attachment A

Attachment A-1

Maury Elementary School

Narrative Scope of Work, Specifications, and Other Project Details

Maury Elementary School

1. The Contract shall remove impervious surface and install a 1,850 sq. ft. bioretention near the low point of the paved yard at the northwest corner of the newer building.
 2. The Contractor shall remove asphalt and install bioretention cells to treat stormwater from the parking and playing area. Placement of the cell is drawn in Figure 1. The bioretention cell installation shall be sized to capture and treat the 1.2" storm event and shall require the amendment of soils under the asphalt to the depth of at least 3 feet.
 3. The Contractor shall construct a rustic bridge, a shade sail, and a tire trail within the bioretention area to provide shade and a gathering spot for educational opportunities for students.
 4. The Contractor shall install raised bioretention tree planters for one external downspout located by the school building. The planted beds will not be large enough to contain the entire volume of stormwater for the downspouts so the Contractor design shall include an overflow and under drain that connect to the existing combined stormwater drainage system.
 5. The Contractor shall use DC Rock Plant to remove the asphalt for recycling at Barnabas Pit.
-

Figure 1. Maury Elementary School. Project areas are in green.



Attachment A-2

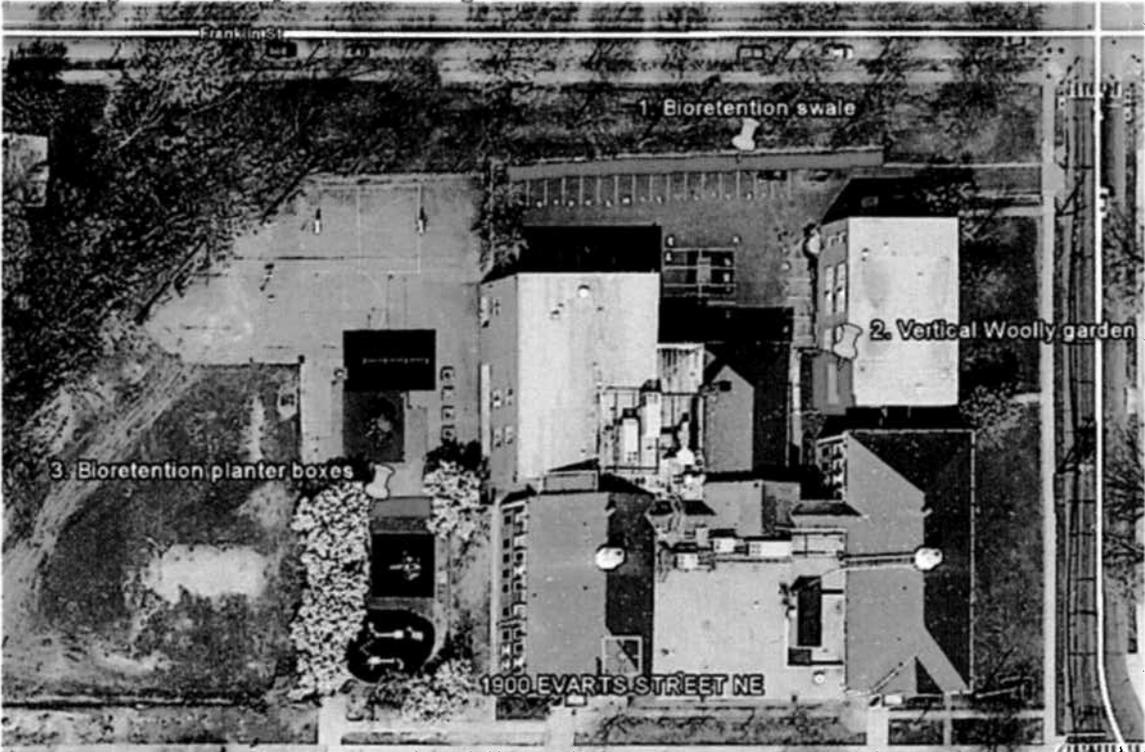
Langdon Education Campus

Narrative Scope of Work, Specifications, and Other Project Details

Langdon Education Campus

1. The Contractor shall remove all impervious channel and install a bioretention swale (approx. 1,000 sq. ft.) as shown in Figure 2, along the fence line to capture runoff from the school parking lot. This vegetated bioswale will need an underdrain. Surface runoff from the adjacent parking lot area would enter the swale diffusely through an energy reducing gravel strip and then flows through vegetated buffers along the edge of the bioswale.
 2. In order to accommodate the large runoff area, the Contractor shall strip the asphalt parking lot to be removed as well as the existing concrete trench. The contractor shall be responsible for the removal and disposal of all asphalt and concrete in order to adequately size the bioretention swale.
 3. The Contractor shall design swale blocks with the swales for the significant slope on the other side of the fence with an erosion problem. Wheel stop blocks shall need to be re-aligned. The bioswale installation shall be sized to capture and treat the 1.2" storm event and may include the amendment of soils under the asphalt.
 4. The Contractor shall install a vertical garden using Woolly Pockets as shown in Figure 2, in the corridor of the parking lot. Plant selection for the vertical garden shall be coordinated with the school habitat team. Contractor shall create an outdoor classroom in this area with seating for 20 children.
 5. The Contractor shall install bioretention planters as shown in Figure 2 (approx. 150 sq. ft.) with integrated benches at the younger student's play area. Contractor shall redirect existing downspout over the school building to reach the proposed planter. A pipe carrying overflow and underdrain flow would pass through back of the concrete wall at pavement level and tie in to the existing downspout boot that leads to the separate sewer. There shall be some soil removal, amended soil replacement and one foot of depth excavation.
 6. The Contractor shall develop a master conceptual plan for the schoolyard. Contractor shall work with team of teachers and administrators to develop a master plan for stormwater retrofits and future potential outdoor classroom sites. The development of this plan shall not eliminate the above tasks.
-

Figure 2. Langdon EC – Project areas are in green.



Attachment A-3

St. Columba's Nursery School

Narrative Scope of Work, Specifications, and Other Project Details

St. Columba's Nursery School

1. The Contractor shall design and install a bioretention system (approximately 700 sq. ft.) to treat and discharge the runoff volume generated by the hillside, walkways, and rooftops. The maximum water depth during the treatment of the stormwater quality design storm runoff volume shall be 18 inches in the deepest end of a sloped-bottom bioretention system. The bottom of the bioretention shall be connected to the storm sewer drain. This shall include the underdrain piping and gravel underdrain layer.
 2. The Contractor shall create an outdoor classroom by the bioretention system with seating for 15 nursery-age students.
 3. The Contractor shall construct a green roof (approx. 300 sq. ft.) on storage shed. This roof shall be visible from passerby's and from the surrounding windows.
-

Figure 3. St. Columba's Nursery School. Project areas are in green.



Attachment B

Attachment B

[Contractor's Letterhead]

[Insert Date]

District of Columbia Department of General Services
2000 14th Street, NW, 8th Floor
Washington, DC 20009

Attn: Mr. Brian J. Hanlon
Director/Chief Contracting Officer

Reference: Request for Proposals – Design and Installation of Low Impact Development
Stormwater Measures and Outdoor Education Features at Three District of
Columbia Schools

Dear Mr. Hanlon:

On behalf of [INSERT NAME OF BIDDER] (the "Offeror"), I am pleased to submit this proposal in response to the Department of General Services' (the "Department" or "DGS") Request for Proposals (the "RFP") for Design and Installation of Low Impact Development Stormwater Measures and Outdoor Education Features at Three District of Columbia Schools. The Offeror has reviewed the RFP and the attachments thereto, any addenda thereto, and the proposed Form of Contract (collectively, the "Bid Documents") and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit its Proposal in response to the RFP. The Offeror's proposal and the Lump Sum Price (as defined in paragraph A) are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents. (Collectively, the proposal and the Lump Sum Price are referred to as the "Offeror's Bid".)

The Offeror's Bid is as follows:

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>LUMP SUM PRICE</u>
0001	Maury Elementary School	\$ _____
0002	Langdon Elementary School	\$ _____
0003	St. Columba's Nursery School	\$ _____
0004	Two Year Warranty	\$ _____

A. The Total Lump Sum Price for CLINS 0001 through 0004 is: \$ _____

The Offeror acknowledges and understands that the Lump Sum Price is a firm, fixed price and intended to be Offeror's sole compensation for the services required under the contract and should include sufficient funding for all of the Offeror's costs associated with the work, including, but not limited to, labor, tools and equipment, materials and supplies, and overhead, insurance and profit.

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

1. The Offeror agrees to hold its proposal open for a period of at least one hundred twenty (120) days after the RFP closing date.
2. Assuming the Offeror is selected by the Department and subject only to the changes requested in paragraph 5, the Offeror agrees to enter into a contract with the Department on the terms and conditions described in the Bid Documents within ten (10) days of the notice of the award.
3. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Offeror to the terms of the Offeror's proposal. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror's proposal.
4. The Offeror and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a proposal in response to the RFP in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a proposal in response to the RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.
5. The Offeror's proposal is subject to the following requested changes to the Form of Contract: ~~[INSERT REQUESTED CHANGES. OFFERORS ARE ADVISED THAT THE CHANGES SO IDENTIFIED SHOULD BE SPECIFIC SO AS TO PERMIT THE DEPARTMENT TO EVALUATE THE IMPACT OF THE REQUESTED CHANGES IN ITS REVIEW PROCESS. GENERIC STATEMENTS, SUCH AS "A MUTUALLY ACCEPTABLE CONTRACT" ARE NOT ACCEPTABLE. OFFERORS ARE FURTHER ADVISED THAT THE DEPARTMENT WILL CONSIDER THE REQUESTED CHANGES AS PART OF THE EVALUATION PROCESS.]~~
6. The Offeror hereby certifies that neither it nor any of its team members have entered into any agreement (written or oral) that would prohibit any contractor, subcontractor or 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.

Mr. Brian J. Hanlon
[DATE]
Page 4

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

Sincerely,

By: _____
Name: _____
Its: _____

Attachment C

Attachment C

The Offeror and each of its principal team members, if any, must submit a statement that discloses any past or present business, familiar or personal relationship with any of the following individuals:

A. D.C. Department of General Services

Brian J. Hanlon	Director
Scott Burrell	Chief Operating Officer
JW Lanum	Associate Director, Contracts and Procurement Division
Camille Sabbakhan	General Counsel
Charles J. Brown, Jr.	Deputy General Counsel

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

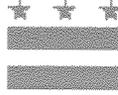
This is to certify that, to the best of my knowledge and belief and after making reasonable inquiry, the above represents a full and accurate disclosure of any past or present business, familiar, or personal relationship with any of the individuals listed above. The undersigned acknowledges and understands that this Disclosure Statement is being submitted to the False Claims Act and that failure to disclose a material relationship(s) may constitute sufficient grounds to disqualify the Offeror.

OFFEROR:

By: _____
Name: _____
Title: _____
Date: _____

Attachment D

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 E

General Decision Number: DC120001 08/31/2012 DC1

Superseded General Decision Number: DC20100001

State: District of Columbia

Construction Types: Heavy (Heavy and Sewer and Water Line) and Highway

County: District of Columbia Statewide.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines);
HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012
1	01/13/2012
2	02/17/2012
3	03/02/2012
4	03/30/2012
5	05/25/2012
6	06/01/2012
7	06/08/2012
8	06/15/2012
9	06/22/2012
10	07/06/2012
11	08/03/2012
12	08/17/2012
13	08/31/2012

ASBE0024-001 10/01/2010

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.....	\$ 31.79	14.73

ASBE0024-002 10/01/2010

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 19.86	7.10

ASBE0024-005 10/01/2011

	Rates	Fringes
Fire Stop Technician.....	\$ 26.06	7.54

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.

BOIL0193-001 10/01/2009

	Rates	Fringes
Boilermakers:.....	\$ 37.66	16.36

BRDC0001-001 05/01/2012

	Rates	Fringes
Bricklayer.....	\$ 27.89	7.76

BRMD0001-004 04/25/2010

	Rates	Fringes
BRICKLAYER Refractory (Firebrick).....	\$ 33.55	7.72

CARP0132-001 05/01/2012

	Rates	Fringes
Carpenter/Lather.....	\$ 26.74	7.45
Piledriver.....	\$ 25.77	8.15

CARP1831-001 04/01/2012

	Rates	Fringes
MILLWRIGHT.....	\$ 27.96	12.20

CARP2311-002 05/01/2009

	Rates	Fringes
DIVER TENDER.....	\$ 24.48	7.80
DIVER.....	\$ 36.13	7.80

ELEC0026-001 06/01/2011

	Rates	Fringes
Electricians.....	\$ 39.75	3%+13.10

ELEC0026-008 07/01/2003

	Rates	Fringes
Motor Repairmen		
Removal and reinstallation		
of electrical motors.....	\$ 23.69	7.73+3%+a

a. PAID HOLIDAYS:

New Year's Day, Martin Luther King Jr.'s Birthday,
 Inauguration Day, Memorial Day, Fourth of July, Labor Day,
 Veterans Day, Thanksgiving Day, the day after Thanksgiving
 and Christmas Day or days designated as legal holidays by
 the Federal Government.

ELEC0070-001 05/07/2012

	Rates	Fringes
Line Construction:		
Cable Splicers.....	\$ 31.82	18.75%+5.00
Equipment Operators.....	\$ 31.82	18.75%+5.00
Groundman.....	\$ 14.78	18.75%+5.00
Linemen.....	\$ 31.82	18.75%+5.00
Truck Driver.....	\$ 16.47	18.75%+5.00

* ENGI0077-001 05/01/2012

	Rates	Fringes
Power equipment operators:		
(HEAVY AND HIGHWAY		
CONSTRUCTION)		
GROUP 1.....	\$ 32.94	8.23+a+b
GROUP 2.....	\$ 31.91	8.23+a+b
GROUP 3.....	\$ 31.43	8.23+a+b
GROUP 4.....	\$ 30.70	8.23+a+b
GROUP 5.....	\$ 28.61	8.23+a+b
GROUP 6.....	\$ 23.93	8.23+a+b
GROUP 7.....	\$ 33.32	8.23+a+b

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

~~GROUP 1: Tower Cranes and Cranes 100 ton and over.~~

GROUP 2: 35 ton cranes & above, tower & climbing cranes, derricks, concrete boom pump, drill rigs (equivalent to L & Double L), mole.

GROUP 3: Backhoes, cableways, cranes, cherry pickers, elevating graders, hoists, paving mixers, power shovels, tunnel shovels. batch plants, shields, tunnel mining machines, gradalls, front end loaders, 3 1/2 cu. yds. and above, power driven wheel scoops and scrapers (50 cu. yds. struck capacity or above), rail tamper, draglines, boomcat, mucking machines, graders in tunnels, pile driving engines.

GROUP 4: Front end loaders below 3 1/2 cu. yds, boom trucks, hydraulic backhoes 1/2 yds. capacity or below rubber or

track mounted, tug boats, power driven wheel scoops & scrapers, blade graders, motor graders, bulldozers, trenching machines, concrete mixer, speed swing pettibone, ballast regulator, concrete pump, mechanic, welder, mechanic welder, shotcrete machines, Hoeram, locomotive (standard, narrow gauge), tuggers.

GROUP 5: High lifts above 10 feet, boilers (skelton), asphalt spreaders, bullfloat finishing machines, concrete finishing machines, concrete spreaders, fine graders, air compressors, welding machines, pumps, generators, well points, deep wells, hydraulic pumps, elevators, freeze uniits, tunnel motorman or dinky operator, roller, conveyors, well drilling machines, grout pump, fireman.

GROUP 6: Fork lifts, ditch witch, bobcat 1/3 cu. yd. and below, space heaters, sweepers, assistant engineers, oilers.

GROUP 7: Master mechanic.

a. PAID HOLIDAYS: New Years Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

b. PREMIUM PAY:

Tower crane and cranes 100-ton and over to receive \$1.00 per hour premium over Group One.

* ENGI0077-002 06/01/2012

	Rates	Fringes
Power equipment operators: (PAVING AND INCIDENTAL GRADING)		
GROUP 1.....	\$ 26.72	6.87
GROUP 2.....	\$ 23.78	6.87
GROUP 3.....	\$ 20.42	6.87
GROUP 4.....	\$ 18.38	6.87
GROUP 5.....	\$ 27.38	6.67

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

~~GROUP 1: Gradall operator, Crane.~~

GROUP 2: Boom Truck, Milling Machine, Excavator, Rubber Tire Backhoe, Asphalt Paver, Asphalt Plant Engineer, Motor Grader, Track Loader, Rubber Tire Loader, Track Dozer, Concrete Paver.

GROUP 3: Broom Truck, Asphalt Roller.

GROUP 4: Air Compressor, Grade Rollers.

GROUP 5: Mechanic.

ENGI0077-003 07/01/2012

	Rates	Fringes
Power equipment operators: (SEWER, GAS AND WATER LINE CONSTRUCTION)		
GROUP 1.....	\$ 23.65	7.05+a

GROUP 2.....	\$ 23.25	7.05+a
GROUP 3.....	\$ 22.74	7.05+a
GROUP 4.....	\$ 22.42	7.05+a
GROUP 5.....	\$ 21.60	7.05+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Excavators, Cranes, Gradalls.

GROUP 2: Backhoes, Front-end Loaders, Fork alift/Lull, Bulldozers, Motor Graders. Qualified Mechanics, Hydraulic Tamper and Hoe Pack, Paving Mixers, Pile Driving Engines, Batch Plant, Concrete Pumps, Low-Boy Driver, Lube Truck.

GROUP 3: Trenching Machine, Well Drilling Machines, Concrete Mixers, Motor Graders, Truck Driver.

GROUP 4. Roller, Air Compressors, Pumps, Welding Machines, Well Points, Firemen.

GROUP 5: Oiler

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

IRON0005-001 06/01/2012

	Rates	Fringes
Ironworkers: Structural, Ornamental and Chain Link Fence.....	\$ 29.55	14.995

IRON0201-001 05/01/2012

	Rates	Fringes
Ironworkers: Reinforcing.....	\$ 26.50	16.68

LABO0657-003 09/05/2011

	Rates	Fringes
Laborers: (HEAVY AND HIGHWAY AND SEWER & WATER LINES CONSTRUCTION)		
GROUP 1.....	\$ 21.83	6.47
GROUP 2.....	\$ 22.18	6.47
GROUP 3.....	\$ 22.37	6.47
GROUP 4.....	\$ 22.54	6.47
GROUP 5.....	\$ 23.02	6.47
GROUP 6.....	\$ 23.63	6.47
GROUP 7.....	\$ 24.21	6.47
GROUP 8.....	\$ 25.00	6.47

LABORERS CLASSIFICATIONS:

GROUP 1: Carloaders, choker setter, concrete crewman, crushed

feeder, demolition laborers, including salvaging all material, loading, cleaning up, wrecking, dumpmen, flagmen, fence erector and installer (other than chain link), including installation and erection of fence, guard rails, medial rails, reference posts, guide posts and right-of-way markers, form strippers, general laborers, railroad track laborers, riprap man, scale man, stake jumper, structure mover, includes foundation, separation, preparation, cribbing, shoring, jacking and unloading of structures, water nozzleman, timber buckler and faller, truck loader, water boys, tool room men.

GROUP 2: Combined air and water nozzleman, cement handler, dope pot fireman (nonmechanical), form cleaning machine, mechanical railroad equipment (includes spiker, puller, tile cleaner, tamper, pipe wrapper, power driven wheelbarrows, operators of hand derricks, towmasters, scootcretes, buggymobiles and similar equipment), tamper or rammer operator, trestle scaffold builders over one tier high, power tool operator (gas, electric or pneumatic), sandblast or gunnite tailhose man, scaffold erector, (steel or wood), vibrator operator (up to 4 feet), asphalt cutter, mortar men, shorer and lagger, creosote material handler, corrosive enamel or equal, paver breaker and jackhammer operators.

GROUP 3: Multi-section pipe layer, non-metallic clay and concrete pipe layer (including caulker, collarman, jointer, rigger and jacker, thermal welder and corrugated metal culvert pipe layer.

GROUP 4: Asphalt block pneumatic cutter, asphalt roller, walker, chainsaw operator with attachment, concrete saw (walking), high scalers, jackhammer operator (using over 6 feet of steel), vibrator operator (4 feet and over), well point installer, air trac operator.

GROUP 5: Asphalt screeder, big drills, cut of the hole drills (1 1/2 " piston or larger), down the hole drills (3 1/2" piston or larger) gunnite or sandblaster nozzleman, asphalt raker, asphalt tamper, form setter, demolition torch operator, shotcrete nozzlemen and potman.

GROUP 6: Powderman, master form setters.

~~GROUP 7: Brick paver (asphalt block paver, asphalt block sawman, asphalt block grinder, hastings block or similar type)~~

GROUP 8: Licensed powdermen.

LABO0657-004 09/05/2011

Rates

Fringes

Laborers: (HAZARDOUS WASTE
REMOVAL, EXCEPT ON MECHANICAL
SYSTEMS:

Preparation for, removing and
encapsulation of hazardous
materials from non-mechanical
systems)

Skilled Asbestos Abatement

Laborers.....	\$ 17.92	6.47
Skilled Toxic and Hazardous Waste Removal Laborers.....	\$ 21.15	6.47

LABO0657-005 09/05/2011

	Rates	Fringes
Laborers: (TUNNEL, RAISE & SHAFT (FREE AIR) FOR HEAVY AND SEWER & WATER LINES CONSTRUCTION)		
GROUP 1.....	\$ 22.62	6.47
GROUP 2.....	\$ 23.33	6.47
GROUP 3.....	\$ 25.12	6.47
GROUP 4.....	\$ 25.89	6.47
LABORERS CLASSIFICATIONS:		

GROUP 1: Brakeman, Bull Gang, Dumper, Trackmen, Concrete Man.

GROUP 2: Chuck Tender, Powdermen in Prime House, Form Setters and Movers, Nippers, Cableman, Houseman, Groutman, Bell or Signalman, Top or Bottom Vibrator Operator.

GROUP 3: Miners, Re-Bar Underground, Concrete or Gunnite Nozzlemen, Powdermen, Timbermen and Re-Timbermen, Wood Steel Including Liner plate or Other Support, Material Motorman, Caulkers, Diamond Drill Operators, Riggers, Cement Finishers-Underground, Welders and Burners, Shield Driver, Air Trac Operator, Shotcrete Nozzlemen and Potman.

GROUP 4: Mucking Machine Operator (Air).

LABO0657-006 09/05/2011

	Rates	Fringes
Laborers: (TUNNEL, RAISE AND SHAFT (COMPRESSED AIR) FOR HEAVY CONSTRUCTION ONLY		
Gauge Pressure Work Period		
(Pounds) (Hours)		
1-14 7.....	\$ 29.52	6.47
14-18 6.....	\$ 34.74	6.47

FOOTNOTE: On any requirement for air pressure in excess of 18 PSI, work periods and rates should be negotiated at a pre-bid conference.

LABO0657-007 06/01/2010

	Rates	Fringes
Laborers: (PAVING AND INCIDENTAL GRADING)		
Asphalt Raker & Concrete Saw Operator.....	\$ 18.42	4.90
Asphalt Shoveler.....	\$ 17.84	4.90

Asphalt Tammer & Concrete		
Shoveler.....	\$ 18.09	4.90
Jack Hammer.....	\$ 18.51	4.90
Laborer.....	\$ 17.70	4.90
Sand Setter & Form Setter...	\$ 19.10	4.90

LABO0657-008 09/05/2011

	Rates	Fringes
LABORERS (BRICK MASONRY WORK)		
Mason Tenders.....	\$ 15.36	6.47
Scaffold Builders, Mortarmen.....	\$ 16.26	6.47

MARB0002-003 05/01/2012

	Rates	Fringes
Marble & Stone Mason		
Includes Pointing, Caulking and Cleaning of All Types of Masonry, Brick, Stone and Cement Structures.....	\$ 33.08	14.59

MARB0003-001 05/01/2011

	Rates	Fringes
Mosaic & Terrazzo Worker, Tile Layer		
Marble Mason and Tile Layer..	\$ 25.29	9.89
Terrazzo Worker.....	\$ 26.04	9.89

MARB0003-004 05/01/2011

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....	\$ 20.48	8.74

PAIN0051-001 06/01/2012

	Rates	Fringes
Painters:		
All Industrial Work.....	\$ 28.18	8.91
Bridges, Heavy Highway, Lead Abatement and Flame/Thermal Spray.....	\$ 31.86	8.91
Commercial and Mold Remediation, Painters, Wallcovers and Drywall Finishers.....	\$ 24.14	8.91
Metal Polishing and Refinishing.....	\$ 25.14	8.91

PLAS0891-001 05/01/2010

	Rates	Fringes
Cement Masons:		
HEAVY CONSTRUCTION ONLY.....	\$ 27.15	9.58

PLAS0891-002 06/01/2011		

	Rates	Fringes
Cement Masons: (PAVING & INCIDENTAL GRADING)		
Cement Masons.....	\$ 19.56	5.68
Concrete Saw Operators.....	\$ 19.56	5.68
Form Setters.....	\$ 19.56	5.68

PLUM0005-001 08/01/2012		

	Rates	Fringes
Plumbers.....	\$ 38.17	15.75+a
a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.		

* PLUM0602-005 08/01/2012

	Rates	Fringes
Steamfitter, Refrigeration & Air Conditioning Mechanic.....	\$ 37.62	18.07+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.		

SHEE0100-001 07/01/2012

	Rates	Fringes
Sheet Metal Worker.....	\$ 38.39	14.54

TEAM0639-001 06/01/2012

	Rates	Fringes
Truck drivers: (HEAVY & HIGHWAY CONSTRUCTION)		
Tractor trailer, Low Boy....	\$ 21.50	2.00+a
Truck Drivers.....	\$ 19.50	2.00+a
a. VACATION: Employees will receive one (1) week's paid vacation after one (1) year of service.		

TEAM0639-005 06/01/2012

	Rates	Fringes
--	-------	---------

Truck drivers: (PAVING & INCIDENTAL GRADING)

All paving projects where the grading is incidental to the paving.....\$ 19.50 2.00

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

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued

as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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.

=====

END OF GENERAL DECISION

Attachment F

Attachment F

Certification Letter for Cashier's Check or Irrevocable Letter of Credit

Offerors who submit a cashier's check or an irrevocable letter of credit ("Alternate Bid Security") in lieu of a bid bond must also submit this certification, properly notarized, with their proposal. By executing this document, Offeror acknowledges that, if awarded this contract, Offeror shall be required to post promptly a payment and performance bond equal to the full value of the contract. In the event Offeror fails to post such payment and performance bond, the Offeror understands and agrees that: (i) the Department shall draw upon the Alternate Bid Security as liquidated damages; (ii) the award and/or contract shall be terminated; (iii) for a period of two (2) years thereafter, the Department will not accept from such Offeror Alternate Bid Security in lieu of a bid bond; and (iv) the Offeror hereby waives the right to protest the termination of any such award or contract. The Offeror further acknowledges and agrees that the damages the Department would experience in the event such award or contract are terminated due to the Offeror's failure to post a payment and performance bond are difficult to determine and that the value of the Alternate Bid Security represents a reasonable estimate of the damages the Department would incur.

By: _____
Name: _____
Title: _____
Date: _____

District of Columbia) ss:

On the ___ day of _____, 2012, before me, a notary public in and for the District of Columbia, personally appeared _____, who acknowledged himself/herself to be _____ of _____, and that he/she as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public
My Commission Expires: _____

Attachment G

Attachment G

GOVERNMENT OF THE DISTRICT OF COLUMBIA

OFFER BOND (See Instructions on 2 nd page)	Date Bond Executed: (Must Not be Later Than Offer Opening Date)			
PRINCIPAL (Legal Name and Address)	TYPE OF ORGANIZATION ("X")			
	INDIVIDUAL		PARTNERSHIP	
	JOINT VENTURE		CORPORATION	
	STATE OF INCORPORATION			
SURETY(IES) (Name(s) and Address(es))	PENAL SUM OF BOND			5% OF OFFER
	AMOUNT NOT TO EXCEED			
	<small>MILLION(S)</small>	<small>THOUSAND(S)</small>	<small>HUNDRED(S)</small>	<small>CENTS</small>
	OFFER IDENTIFICATION			
	OFFER OPENING DATE		INVITATION NO.	
<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 offer identified above. NOW THEREFORE, if the Principal shall not withdraw said offer 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 & 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 offer, 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 offer 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 offer 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 offer.</p> <p>IN WITNESS WHEREOF, the Principal and Surety (ies) have executed this offer bond and have affixed their seals on the date set forth above.</p>				
PRINCIPAL				
1. SIGNATURE		1. ATTEST		Corporate Seal
<small>Seal</small>				
Name & Title (typed)		Name & Title (typed)		
2. SIGNATURE		2. ATTEST		Corporate Seal
<small>Seal</small>				
Name & Title (typed)		Name & Title (typed)		

CERTIFICATE AS TO CORPORATION

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

 Secretary of Corporation

SURETY(IES)

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

INSTRUCTIONS

1. This form shall be used whenever a offer 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 H

SUBCONTRACTING PLAN

PRIME CONTRACTOR INFORMATION:	
Company: _____ Street Address: _____ City & Zip Code: : _____ Phone Number: _____ Fax: _____ Email Address: _____	Solicitation Number: _____ Contractor's Tax ID Number: _____ Caption of Plan: _____ _____ _____
Project Name: _____ Address: _____ _____ Project Descriptions: _____ _____ _____	Duration of the Plan: From _____ to _____ Total Prime Contract Value: \$ _____ Amount of Contract (excluding the cost of materials, goods, supplies and equipment) \$ _____ Amount of all Subcontracts: \$ _____ LSDBE Total: \$ _____ equals _____ % <div style="display: flex; justify-content: space-between; width: 100%;"> LSDBE Subcontract Value Percentage Set Aside </div>

(List each subcontractor at any tier that will be awarded a subcontract to meet your total set aside goal.)

SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ 1st, 2nd, 3rd			Point of Contact: _____ Name (Print)							
LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center;"> <tr> <td style="padding: 2px 10px;">SBE:</td> <td style="padding: 2px 10px;">LBE:</td> <td style="padding: 2px 10px;">DBE:</td> <td style="padding: 2px 10px;">DZE:</td> <td style="padding: 2px 10px;">ROB:</td> <td style="padding: 2px 10px;">LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

CERTIFICATIONS

The prime contractor shall attach a **notarized** statement including the following:

- a. A **description of the efforts** the prime contractor will make to ensure that LBEs, DBEs, ROB, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;
- b. In all subcontracts that offer **further subcontracting opportunities**, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- c. **Assurances** that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of **compliance** by the prime contractor with the subcontracting plan;
- d. Listing of the type of **records** the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- e. A description of the prime contractor's recent **efforts to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROB, and to award subcontracts to them.**

PERSON PREPARING THE SUBCONTRACTING PLAN:	
Name: _____ (Print) Telephone Number: () _____ - _____ Fax Number: () _____ - _____ Email Address: _____	Signature: _____ Title: _____ Date: _____

FOR CONTRACTING OFFICER USE ONLY

Date Plan Received by Contracting Officer: _____
Report: <input type="checkbox"/> Acceptable <input type="checkbox"/> Not Acceptable Contract Number: _____

Name & Title of Contracting Officer

Signature

Date

(List each subcontractor that will be awarded a subcontract to meet your total set aside goal.)

SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ <small>1st, 2nd, 3rd</small> LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; margin-left: 20px;"> <tr> <td>SBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					
SUBCONTRACTOR INFORMATION:										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ <small>1st, 2nd, 3rd</small> LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; margin-left: 20px;"> <tr> <td>SBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					
SUBCONTRACTOR INFORMATION:										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ <small>1st, 2nd, 3rd</small> LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; margin-left: 20px;"> <tr> <td>SBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					
SUBCONTRACTOR INFORMATION:										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ <small>1st, 2nd, 3rd</small> LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; margin-left: 20px;"> <tr> <td>SBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

Attachment I

“THE LIVING WAGE ACT OF 2006”

Title I, D.C. Law No. 16-118, (D.C. Official Code §§ 2-220.01-.11)

Effective June 9, 2006, recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage. Effective January 1, 2010, the living wage rate is \$12.50.

The requirement to pay a living wage applies to:

- All recipients of contracts in the amount of \$100,000 or more; and, all subcontractors of these recipients receiving \$15,000 or more from the funds received by the recipient from the District of Columbia, and,
- All recipients of government assistance in the amount of \$100,000 or more; and, all subcontractors of these recipients of government assistance receiving \$50,000 or more in funds from government assistance received from the District of Columbia.

“Contract” means a written agreement between a recipient and the District government.

“Government assistance” means a grant, loan or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.

“Affiliated employee” means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient or subcontractor.

Certain exceptions may apply where contracts or agreements are subject to wage determinations required by federal law which are higher than the wage required by this Act; contracts for electricity, telephone, water, sewer other services delivered by regulated utility; contracts for services needed immediately to prevent or respond to a disaster or eminent threat to the public health or safety declared by the Mayor; contracts awarded to recipients that provide trainees with additional services provided the trainee does not replace employees; tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; Medicaid provider agreements for direct care services to Medicaid recipients, provided that the direct care service is not provided through a home care agency, a community residential facility or a group home for mentally retarded persons; and contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Exemptions are provided for employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week, provided that other employees are not replaced, and for employees of nonprofit organizations that employ not more than 50 individuals.

Each recipient and subcontractor of a recipient shall provide this notice to each affiliate employee covered by this notice, and shall also post this notice concerning these requirements in a conspicuous site in the place of business.

All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.

This is a summary of the “Living Wage Act of 2006”. For the complete text go to:

www.does.dc.gov or www.ocp.dc.gov

To file a complaint contact: Department of Employment Services

Office of Wage-Hour

64 New York Avenue, N.E., Room 3105, Washington, D.C. 20002

(202) 671-1880



LIVING WAGE ACT FACT SHEET

The “Living Wage Act of 2006,” Title I of D.C. Law 16-18, (D.C. Official Code §§2-220.01-.11) became effective June 9, 2006. It provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of \$100,000 or more shall pay affiliated employees wages no less than the current living wage rate.

Effective January 1, 2010, the living wage rate is \$12.50 per hour.

Subcontractors of D.C. government contractors who receive \$15,000 or more from the contract and subcontractors of the recipients of government assistance who receive \$50,000 or more from the assistance are also required to pay their affiliated employees no less than the current living wage rate.

“Affiliated employee” means any individual employed by a recipient who receives compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or a contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the government assistance or contract, or who are otherwise employed by the contractor, recipient or subcontractor.

Exemptions – The following contracts and agreements are exempt from the Living Wage Act:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District’s current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;
3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
4. Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act;

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

Enforcement

The Department of Employment Services (DOES) and the D.C. Office of Contracting and Procurement (OCP) share monitoring responsibilities.

If you learn that a contractor subject to this law is not paying at least the current living wage you should report it to the Contracting Officer.

If you believe that your employer is subject to this law and is not paying you at least the current living wage, you may file a complaint with the DOES Office of Wage – Hour, located at 64 New York Ave., NE, Room 3105, (202) 671-1880.

For questions and additional information, contact the Office of Contracting and Procurement at (202) 727-0252 or the Department of Employment Services on (202) 671-1880.

Please note: *This fact sheet is for informational purposes only as required by Section 106 of the Living Wage Act. It should not be relied on as a definitive statement of the Living Wage Act or any regulations adopted pursuant to the law.*

Attachment J

PAST PERFORMANCE EVALUATION FORM
(Check appropriate box)

OFFEROR _____

Performance Elements	Excellent	Good	Acceptable	Poor	Unacceptable
Quality of Services/ Work					
Timeliness of Performance					
Cost Control					
Business Relations					
Customer Satisfaction					

1. Name and Title of Evaluator: _____
2. Signature of Evaluator: _____
3. Name of Organization: _____
4. Telephone Number of Evaluator: _____
E-mail address of Evaluator: _____
5. State type of service received: _____
6. State Contract Number, Amount and Period of Performance _____

7. Remarks on Excellent Performance: Provide data supporting this observation. Continue on separate sheet if needed)
8. Remarks on unacceptable performance: Provide data supporting this observation. (Continue on separate sheet if needed)

RATING GUIDELINES

Summarize Contractor performance in each of the rating areas. Assign each area a rating of 0 (Unacceptable), 1 (Poor), 2 (Acceptable), 3 (Good), 4(Excellent), or ++ (Plus). Use the following instructions a guidance in making these evaluations.

	Quality Product/Service	Cost Control	Timeless of Performance	Business Relations
	<ul style="list-style-type: none"> -Compliance with contract requirements -Accuracy of reports -Appropriateness of personnel -Technical excellence 	<ul style="list-style-type: none"> -Within budget (over/ under target costs) -Current, accurate, and complete billings -Relationship of negated costs to actual -Cost efficiencies -Change order issue 	<ul style="list-style-type: none"> -Meet Interim milestones -Reliable -Responsive to technical directions -Completed on time, including wrap-up and contract administration -No liquidated damages assessed 	<ul style="list-style-type: none"> -Effective management -Businesslike corresponden -Responsive to contract requirements -Prompt notification of contra problems -Reasonable/cooperative -Flexible -Pro-active -effective contractor recommended solutions -Effective snail/small disadvantaged business Subcontracting program
0. Zero	Nonconformances are comprises the achievement of contract requirements, despite use of Agency resources	Cost issues are comprising performance of contract requirements.	Delays are comprising the achievement of contract requirements, Despite use of Agency resources.	Response to inquiries, technical/ service/administrative issues is not effective and responsive.
1, Unacceptable	Nonconformances require major Agency resources to ensure achievement of contract requirements.	Cost issues require major Agency resources to ensure achievement of contract requirements.	Delays require major Agency resources to ensure achievement of contract requirements.	response to inquiries, technical/ service/administrative issues is marginally effective and responsive.
2. Poor	Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Costs issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Responses to inquiries, technical/ service/administrative issues is somewhat effective and responsive.
3. Acceptable	Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Responses to inquires, technical/ service/administrative issues is usually effective and responsive.
4. Good	There are no quality problems.	There are no cost issues.	There are not delays.	Responses to inquiries, technical/ service/administrative issues is effective and responsive,
5. Excellent	The contractor has demonstrated an exceptional performance level in some or all of the above categories.			