

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption McMillan Sand Filtration Site Owner Representative		Page of Pages 1   51	
2. Contract Number	3. Solicitation Number DCEB-2015-R-0003	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency	5. Date Issued June 8, 2015	6. Type of Market <input type="checkbox"/> Open <input checked="" type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: D.C. Office of the Deputy Mayor for Planning and Economic Development Contracts, Procurement and Grants 1100 4th Street, S.W., Suite E500 Washington, D.C. 20024		8. Address Offer to: D.C. Office of the Deputy Mayor for Planning and Economic Development Contracts, Procurement and Grants 1100 4th Street, S.W., Suite E500 Washington, DC 20024			

NOTE: In sealed bid solicitations "offer" and "offeror" means "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 1100 4th Street, S.W., Suite E500 until 2:00PM local time June 29, 2015

(Hour) (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name Lindel Reid, Senior Contract Specialist	B. Telephone (Area Code) 202 (Number) 724-7330 (Ext)	C. E-mail Address <a href="mailto:lindel.reid@dc.gov">lindel.reid@dc.gov</a>
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12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment  10 Calendar days %  20 Calendar days %  30 Calendar days %  Calendar days %

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	15B. Telephone (Area Code) (Number) (Ext)			15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature	18. Offer Date
	16. Name and Title of Person Authorized to Sign Offer/Contract					

**AWARD (TO BE COMPLETED BY GOVERNMENT)**

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation

22. Name of Contracting Officer (Type or Print) Jacque McDonald, CPPO, CPPB, SPSM, MBA, MST	23. Signature of Contracting Officer (District of Columbia)	24. Award Date
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**SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**

**B.1** The Government of the District of Columbia, Office of the Deputy Mayor for Planning and Economic Development (DMPED), (the “District”) is seeking a contractor to provide construction and development management services (“Contractor”) during the design, procurement and construction of the McMillan Sand Filtration Site. All references to “contractor” or “prime contractor” shall refer to the Contractor.

**B.2** The District contemplates award of a labor hour contract with payment based on fixed hourly rates for the requirements stated in the schedule below.

**B.3 PRICE SCHEDULE – LABOR HOUR**

**B.3.1 BASE PERIOD – (Date of Award through One Year Thereafter)**

**Please insert the proposed number of Labor Hours, Hourly Labor Rate and Total Estimated Price for the Base and Options Years in the designated fields under each heading.**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Labor Hours</b>	<b>Hourly Labor Rate</b>	<b>Total Estimated Price</b>
0001	McMillan Sand Filtration Site Owner Representative Services	_____	\$_____	\$_____
<b>Grand Total B.3.1</b>				\$_____

**B.3.2 OPTION YEAR ONE**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Labor Hours</b>	<b>Hourly Labor Rate</b>	<b>Total Estimated Price</b>
1001	McMillan Sand Filtration Site Owner Representative Services	_____	\$_____	\$_____
<b>Grand Total B.3.2</b>				\$_____

**B.3.3 OPTION YEAR TWO**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Labor Hours</b>	<b>Hourly Labor Rate</b>	<b>Total Estimated Price</b>
2001	McMillan Sand Filtration Site Owner Representative Services	_____	\$_____	\$_____
<b>Grand Total B.3.3</b>				\$_____

**B.3.4 OPTION YEAR THREE**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Labor Hours</b>	<b>Hourly Labor Rate</b>	<b>Total Estimated Price</b>
3001	McMillan Sand Filtration Site Owner Representative Services	_____	\$_____	\$_____
<b>Grand Total B.3.4</b>				\$_____

**B.3.5 OPTION YEAR FOUR**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Labor Hours</b>	<b>Hourly Labor Rate</b>	<b>Total Estimated Price</b>
4001	McMillan Sand Filtration Site Owner Representative Services	_____	\$_____	\$_____
<b>Grand Total B.3.5</b>				\$_____

**B.4** An offeror responding to this solicitation which is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Proposals responding to this RFP may be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with **Section H.9**.

A Subcontracting Plan form is available at <http://ocp.dc.gov>, click on “Required Solicitation Documents”.

## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE:

The District has a requirement for a Contractor to provide construction and development management services during the design, procurement and construction of the McMillan Sand Filtration Site ("Project").

### C.2 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference:

Item No.	Document Type	Title	Date
1	Contract	*Exclusive Rights Agreement	April, 2010, as amended
2	Contract	*Development Management Services Agreement	April, 2010, as amended
3	Complete Case File	Zoning Commission (Z.C. Case No. 13-14) <a href="http://dcoz.dc.gov/main.html">http://dcoz.dc.gov/main.html</a>	Numerous
4	Complete Case File	Mayor's Agent for Historic Preservation (HPA No. 14-393) <a href="http://planning.dc.gov/page/mayors-agent">http://planning.dc.gov/page/mayors-agent</a>	Numerous
5	Complete Case File	Historic Preservation Review Board: McMillan Reservoir Landmark <a href="http://planning.dc.gov/page/historic-preservation-review-board">http://planning.dc.gov/page/historic-preservation-review-board</a>	Numerous
6	Resolutions	D.C. Council - McMillan Surplus and Disposition Resolutions <a href="http://lims.dccouncil.us/">http://lims.dccouncil.us/</a>	December, 2014
7	Contract	**Development Management Services Agreement #2	September 2015 (estimate)

\*Document available to successful Contractor after contract award

\*\*Document available to successful Contractor when finalized

### C.3 DEFINITIONS/ACRONYMS

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

**C.3.1 ANC5E** – Advisory Neighborhood Commission 5E

**C.3.2 Base Paving** - The layer of material located directly under the surface layer of a roadway

- C.3.3 Bid Specifications** – The specifications used by Vision McMillan Partners to procure goods and services.
- C.3.4 Comcast Corporation** - A broadcasting and cable company and telephone service provider.
- C.3.5 Construction Management Plan** – The overall planning, coordination, and control of the Project from beginning to completion to produce a functionally and financially viable project.
- C.3.6 DCRA** – Department of Consumer and Regulatory Affairs
- C.3.7 DC Water** – District of Columbia Water and Sewer Authority
- C.3.8 DDOE** – District Department of Environment
- C.3.9 DDOT** – District Department of Transportation
- C.3.10 Development Budget** - A detailed statement outlining estimated project costs to support the Project.
- C.3.11 Developer Pad Site** – A parcel of land within McMillan to be purchased by one of the Vision McMillan Partners entities
- C.3.12 Entitlements** - A government program guaranteeing access to some benefit by members of a specific group and based on established rights, including the Zoning Commission and Historic Preservation Review Board processes.
- C.3.13 Geotechnical Inspections** – Inspections of behavior of earth materials
- C.3.14 HPRD** – Historic Preservation Review Board
- C.3.15 McMillan Sand Filtration Site** - The 25-acre parcel of real property situated on North Capitol Street, N.W., in Washington, D.C., known for tax and assessment purposes as Lot 0800 in Square 3128
- C.3.16 OCTO** – D.C. Office of the Chief Technology Officer
- C.3.17 PEPCO** – Potomac Electric Power Company
- C.3.18 Quarterly Budget Forecasts** – A document produced once every 3 months using historic data to determine the direction of future budget trends
- C.3.19 Quarterly Cash Flows** - A document produced once every 3 months showing the total amount of money being transferred into and out of the McMillan accounts
- C.3.20 Storm Water Pollution Prevention Plan (SWPPP)** – A plan to use materials, processes, green procurement, and/or practices that reduce or eliminate the creation of pollutants or wastes at the source in conformity with the D.C. Department of the Environment standards

- C.3.21 Trapezoidal** - A four-sided figure with two sides that are parallel.
- C.3.22 Value Engineering Sessions** – In person meetings to systematically improve the value of what will be constructed at McMillan by examining its function – to improve the function or reduce the cost.
- C.3.23 Verizon Communications** – A broadband and communications company.
- C.3.24 Vision McMillan Partners** – The development entity selected by the District to be the master developer for McMillan.
- C.3.25 WMATA** – Washington Metropolitan Area Transit Authority

## **C.4 BACKGROUND**

### **C.4.1 Project Land Description**

The land to be developed is a 1,075,496 square foot property located in Ward 5 at 2501 1<sup>st</sup> Street, NW. It is trapezoidal and bounded by 1<sup>st</sup> St, NW, to the west, Michigan Avenue, NW, to the north, North Capitol Street to the east, and Channing Street, NW to the south. The property features two paved service courts that divide the site into three large, grassy open spaces. These open spaces are the roofs of twenty unreinforced concrete filter beds that are currently covered by a layer of fill.

### **C.4.2 Overview of the Project**

Vision McMillan Partners (VMP) is the master developer of the Project. VMP is a team comprised of Trammel Crow Company, EYA, and Jair Lynch Development Partners. DMPED and VMP plan a development program that would create 146 townhomes, 531 apartments in two buildings with a grocery store anchor and other ground floor retail, over 1 million square feet of healthcare facilities, an 8-acre central park with other open space, and a 17,000 square foot community center. Trammel Crow will be responsible for the healthcare facilities, EYA will build the townhomes, and Jair Lynch will build the multifamily apartment buildings. The District will be responsible for infrastructure, parks, and preservation.

The development plan will preserve portions of the historic resources, including sand storage bins, all four regulator houses, a sand washer, eleven filter bed portals, and two acres of underground filter-beds. The development will also re-establish the “Olmsted Walk,” a walking path along the perimeter of the property that was part of the original landscape designed by Frederick Law Olmsted Jr.

### **C.4.3 Outline of Work Required**

A general outline of work required is provided in Section C.5 Requirements. It is not intended to be all-inclusive, as a more detailed scope of work may be developed during negotiations with the selected Contractor. DMPED reserves the right, at its sole discretion, to expand or limit the work based on funding availability or shifting priorities of the District.

## **C.5 REQUIREMENTS**

### **C.5.1 General Requirements**

The Contractor shall:

- C.5.1.1** Provide Construction and Development Management services to ensure work associated with the land development effort is performed by VMP including site demolition, installation of site-wide infrastructure, creation of individual developer pad sites, preservation of historic structures, creation of public parks, facilities and a community center are completed on schedule, within budget and of superior quality. Land development includes, but is not limited to design, demolition, earthwork, utilities, roads, finished pads, service courts, Olmsted Walk, horizontal park improvements, transportation improvements, and landscaping.
- C.5.1.2** Coordinate with supporting departments/functions/entities (internal and external to DMPED) to manage VMP and the project, from entitlements through site development (base paving), through vertical construction, through scheduling and leading meetings. Draft and present weekly report to DMPED on coordination activities.
- C.5.1.3** Act as a liaison on matters pertaining to the design and construction of infrastructure and individual developer pad sites development with external partners (D.C. Agencies to include DC Water, WMATA, DDOT, DDOE, DMPED, HPRB, ANC5E, DCRA, D.C. Office of Surveyor, D.C. Office of Planning, D.C. Office of Zoning). Schedule and lead appropriate meetings and coordinate to ensure work is completed per the approved Development Schedule and Budget. Draft and present weekly report to DMPED on liaison activities and matters affecting the Development Schedule and Budget.
- C.5.1.4** In coordination with DMPED and VMP, assist in the preparation of the Development Budget(s) and Project Schedule from which the entire development process will be managed. Evaluate the Development Budget(s), keep budgets up to date, and report status weekly to the project team. Manage the Project Schedule for major milestones for infrastructure, pad sites, community center, park, and community amenities. Prepare and present a weekly report to DMPED on the Development Budget(s) and Project Schedule. Schedule and lead a weekly coordination meeting with DMPED regarding the Development Budget(s) and Project Schedule.
- C.5.1.5** Receive and evaluate invoices. Review the monthly invoices provided to DMPED by VMP. The monthly invoices shall include a cover sheet showing Budget, Work Completed, Total Work Completed, % Complete and Balance to Finish. Verify or attest that work was performed per invoices. Prepare and present a weekly report on invoices received and evaluated for DMPED.
- C.5.1.6** Prepare and submit Quarterly Budget Forecast reports identifying savings, overages covered from contingency and where budget amounts can be moved within line items. Prepare and present Quarterly Cash Flow reports from these Quarterly Budget Forecasts for DMPED.

- C.5.1.7** Attend DMPED's and VMP's project team meetings weekly. Prepare and present report to DMPED on the status of budgets, permits, and schedules.
- C.5.1.8** Routinely and irregularly evaluate the work being performed at McMillan by VMP and its contractors at least one weekly to ensure work is being performed according to schedule and in a manner that best serves the District's interests. Prepare and present report to DMPED with evaluation findings and recommendations.
- C.5.1.9** Evaluate total development costs for buildings within the Project. Prepare and present report to DMPED with evaluation findings and recommendations.

## **C.5.2 Specific Engineering Entitlement Requirements**

The Contractor shall:

- C.5.2.1** Coordinate with DMPED and VMP's subcontractors (Bowman Consulting, Gorove\Slade, Nelson Byrd Wolz Landscape Architecture, Silman Structural Engineers, and ECS) to achieve final engineering and record plat approvals through D.C. Agencies (to include D.C. Water, WMATA, DDOT, DDOE, DMPED, HPRB, ANC5E, DCRA, D.C. Office of Surveyor, WMATA, D.C. Office of Planning and D.C. Office of Zoning, and Zoning Commission) and other applicable agencies and entities needed for development. Schedule and conduct weekly meetings with DMPED and VMP to ensure adherence to dates on the Project Schedule. Prepare and present a meeting agenda.
- C.5.2.2** Engage with DMPED, VMP and the contracting community to evaluate the Project Schedules and Budget to recommend the most cost effective and efficient designs and processes are achieved. Schedule and conduct value engineering sessions with DMPED and VMP. Prepare and present a weekly evaluative report to DMPED.
- C.5.2.3** Evaluate the scheduling, design and construction processes necessary to bring any new fiber, PEPCO, Washington Gas, and Verizon Communications to the infrastructure, the individual developer pad sites, community center, park and public amenities. Prepare and present a weekly evaluative report to DMPED.
- C.5.2.4** Review the process and acquisition of bonds, permit fees and permits necessary to initiate the infrastructure work and development work for the individual developer pad sites. Schedule and attend meetings to ensure a Stormwater Pollution Prevention Plan (SWPPP) is established and the corresponding permits are secured. Prepare and present a weekly evaluative report to DMPED.

## **C.5.3 Bidding and Contracting Requirements**

The Contractor shall:

- C.5.3.1** In coordination with DMPED, evaluate VMP's bidding, buyout and award of land development trades (possible general contractors, and individual specialty contractors) and any future consultants, stake out, and geotechnical inspections. Prepare and present a weekly evaluative report to DMPED.

- C.5.3.2** In coordination with DMPED, evaluate VMP's Bid Specifications (to include a detailed scope of work and sequence of construction) to ensure work is bid out consistent with the DMPED/VMP contractual relationship and to ensure the full scope of work is covered to the greatest extent possible in the base contracts with a goal being to eliminate or minimize the number of potential Change Orders from VMP's Contracting Team. Prepare and present a weekly evaluative report to DMPED.
- C.5.3.3** Evaluate VMP's recommendations as to the best contractor for each aspect of the work and provide additional recommendations, if available. Recommendations shall be based on price, ability of the contractor to perform, and the overall assessment of the quality of the contractor's work. Prepare and present a weekly evaluative report to DMPED.

#### **C.5.4 Field Construction Requirements**

The Contractor shall:

- C.5.4.1** Attend on behalf of DMPED design, planning, and construction meetings scheduled by VMP. Prepare and present debrief report to DMPED.
- C.5.4.2** Evaluate the day to day operations of the VMP's Contracting Team and the field personnel to achieve critical milestone dates and DMPED's specific target dates. Prepare and present evaluative report to DMPED.
- C.5.4.3** Evaluate the implementation of the VMP's Construction Management Plan to mitigate negative impact on the surrounding community. Prepare and present evaluative report to DMPED.
- C.5.4.4** Evaluate VMP's management of the SWPPP inspection process and whether inspection reports are current and ready for any D.C. or EPA inspection. Prepare and present evaluative report to DMPED.
- C.5.4.5** Evaluate VMP's construction administration procedures, including but not limited to reviewing shop drawings, any construction submittals, Requests for Information (RFIs) and maintenance logs. Prepare and present evaluative report to DMPED.
- C.5.4.6** Evaluate VMP's coordination of dry and wet utility issues directly with D.C. Water, PEPCO, Verizon Communications, Comcast Corporation, Washington Gas and OCTO. Prepare and present evaluative report to DMPED.
- C.5.4.7** Evaluate VMP's construction of infrastructure development work, individual developer pad sites, community center, park, and other community amenities. Prepare and present evaluative report to DMPED.
- C.5.4.8** Assist in the coordination of inspections with City, State and Federal inspectors by attending meetings. Coordinate with these same inspectors on any related issues or needs they may have. Prepare and present report to DMPED regarding prior and upcoming coordination activities.

- C.5.4.9** Assist DMPED and VMP in maintaining City, State and Federal permits for the Project by attending meetings. Prepare and present report to DMPED to permit updates and issues.
- C.5.4.10** Walk the Project with DMPED weekly. Document and evaluate conditions via written and photographic records. Prepare and present report to DMPED.
- C.5.4.11** Walk completed improvements and lots with DMPED at base paving for lot turnover. Evaluate recordation of conditions of lots via written and photographic records. Prepare and present report to DMPED.

**SECTION D: PACKAGING AND MARKING**

- D.1** The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

## **SECTION E: INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.  
(Attachment J.1)

## **SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES**

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

The term of the contract shall be for a period of one (1) year from date of award specified on the cover page of this contract.

### **F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.1** The District may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

**F.2.2** If the District exercises this option, the extended contract shall be considered to include this option provision.

**F.2.3** The price for the option period shall be as specified in the Section B of the contract.

**F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

### **F.3 DELIVERABLES**

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the CA identified in section G.9 in accordance with the following:

<b>Item</b>	<b>Requirements Section</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>
001	C.5.1.2	Schedule and lead appropriate meetings; Draft and present reports	52	Meetings to be in person and through emails and telephone calls; Hardcopy reports	Weekly beginning upon contract award, unless agreed to by the parties
002	C.5.1.3	Schedule and lead appropriate meetings; Draft and present reports	52	Meetings to be in person and through emails and telephone calls; Hardcopy reports	Weekly beginning upon contract award, unless agreed to by the parties
003	C.5.1.4	Schedule and lead appropriate	52	Meetings to be in person and	Weekly beginning upon

		meetings. Draft and present report.		through emails and telephone calls. Hardcopy reports.	contract award, unless agreed to by the parties
004	C.5.1.5	Prepare and present reports	12	Hardcopy reports	1 <sup>st</sup> day of the month beginning upon contract award, unless agreed to by the parties
005	C.5.1.6	Prepare and present reports	4	Hardcopy reports	Quarterly beginning upon contract award, unless agreed to by the parties
006	C.5.1.7	Attend appropriate meetings; Draft and present report	52	Meetings to be in person and through emails and telephone calls. Hardcopy reports	Weekly beginning upon contract award, unless agreed to by the parties
007	C.5.1.8	Draft and present report	52	Hardcopy reports	Weekly beginning upon contract award, unless agreed to by the parties
008	C.5.1.9	Draft and present report	52	Hardcopy reports	Weekly beginning upon contract award, unless agreed to by the parties
009	C.5.2.1	Attend appropriate meetings; Draft and present agenda	52	Meetings to be in person and through emails and telephone calls. Hardcopy agenda	Weekly beginning upon contract award, unless agreed to by the parties
010	C.5.2.2	Draft and present reports	52	Hardcopy report	Weekly beginning upon contract award, unless agreed to by the parties
011	C.5.2.3	Draft and present reports	52	Hardcopy report	Weekly beginning upon contract award, unless agreed to by the parties

012	C.5.2.4	Draft and present reports	52	Hardcopy report	Weekly beginning upon contract award, unless agreed to by the parties
013	C.5.3.1	Draft and present reports	52	Hardcopy report	Weekly beginning upon contract award, unless agreed to by the parties
014	C.5.3.2	Draft and present reports	52	Hardcopy report	Weekly beginning upon contract award, unless agreed to by the parties
015	C.5.3.3	Draft and present reports	52	Hardcopy report	Weekly beginning upon contract award, unless agreed to by the parties
016	C.5.4.1	Attend meeting; Draft and present reports	52	Hardcopy report	Weekly beginning upon contract award, unless agreed to by the parties
017	C.5.4.2	Draft and present reports	52	Hardcopy report	Weekly beginning upon contract award, unless agreed to by the parties
018	C.5.4.3	Draft and present reports	52	Hardcopy report	Weekly beginning upon contract award, unless agreed to by the parties
019	C.5.4.4	Draft and present reports	52	Hardcopy report	Weekly beginning upon contract award, unless agreed to by the parties
020	C.5.4.5	Draft and present reports	52	Hardcopy report	Weekly beginning upon contract award, unless agreed to by the parties
021	C.5.4.6	Draft and present reports	52	Hardcopy report	Weekly beginning upon contract award,

					unless agreed to by the parties
022	C.5.4.7	Draft and present reports	52	Hardcopy report	Weekly beginning upon contract award, unless agreed to by the parties
023	C.5.4.8	Attend appropriate meetings; Draft and present report	52	Meetings to be in person and through emails and telephone calls. Hardcopy reports	Weekly beginning upon contract award, unless agreed to by the parties
024	C.5.4.9	Attend appropriate meetings; Draft and present report	52	Meetings to be in person and through emails and telephone calls. Hardcopy reports	Weekly beginning upon contract award, unless agreed to by the parties
025	C.5.4.10	Attend appropriate meetings; Draft and present report	52	Meetings to be in person and through emails and telephone calls. Hardcopy reports	Weekly beginning upon contract award, unless agreed to by the parties
026	C.5.4.11	Attend appropriate meetings; Draft and present report	Prior to sale of pads	Meetings to be in person and through emails and telephone calls. Hardcopy reports	Prior to sale of pads

**F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.

## **SECTION G: CONTRACT ADMINISTRATION**

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

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

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

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared and submitted electronically to the Office of the Deputy Mayor for Planning and Economic Development via email to: [dmpedinvoices@dc.gov](mailto:dmpedinvoices@dc.gov).
- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
  - G.2.2.2** Contract number and invoice number;
  - G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
  - G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
  - G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
  - G.2.2.6** Name, title, phone number of person preparing the invoice;
  - G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
  - G.2.2.8** Authorized signature.

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

- G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- G.3.2** No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance

with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

## **G.4 PAYMENT**

### **G.4.1 PARTIAL PAYMENTS**

Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
  - "Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in Section B"; and
- c) Presentation of a properly executed invoice.

## **G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

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

**G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated \_\_\_\_\_, make payment of this invoice to (name and address of assignee).”

## **G.6 THE QUICK PAYMENT CLAUSE**

### **G.6.1 Interest Penalties to Contractors**

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;

- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

## **G.6.2 Payments to Subcontractors**

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

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

**G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

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

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

## **G.6.3 Subcontract requirements**

**G.6.3.1** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

## **G.7 CONTRACTING OFFICER (CO)**

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

Jacque McDonald, CPPO, CPPB, SPSM, MBA, MST  
Director of Contracts, Procurement and Grants  
Office of the Deputy Mayor for Planning and Economic Development  
1100 4<sup>th</sup> Street, S.W., Suite E500  
Washington, D.C. 20024  
Direct: (202) 724-8111 Fax: (202) 727-9006  
Email: [jacque.mcdonald@dc.gov](mailto:jacque.mcdonald@dc.gov)

## **G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

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

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

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

## **G.9 CONTRACT ADMINISTRATOR (CA)**

**G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

**G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

**G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;

**G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

**G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

**G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**G.9.2** The address and telephone number of the CA is:

Gilles Stucker  
Senior Project Manager  
Office of the Deputy Mayor for Planning and Economic Development  
1350 Pennsylvania Avenue, N.W., Suite 317  
Washington, D.C. 20004  
Direct: (202) 285-2148 Fax: (202) 727-6703  
Email: [gilles.stucker@dc.gov](mailto:gilles.stucker@dc.gov)

**G.9.3** The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

**G.9.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **G.10 HOURLY RATE CEILING**

**G.10.1** The ceilings for specified hourly rate items are set forth in Section B.3.

**G.10.2** The hourly rates in this contract shall be fully loaded and include wages, overhead, general and administrative expenses, and profit and the total cost to the District shall not exceed the ceilings specified in Sections B.3.

**G.10.3** The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the hourly rate ceilings.

**G.10.4** The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the contract will be either greater or substantially less than the hourly rate ceilings.

**G.10.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of this contract.

**G.10.6** The District is not obligated to reimburse the Contractor for services incurred in excess of the hourly rate ceilings specified in Sections B.3, and the Contractor is not obligated to continue providing services under this contract (including actions under the Termination clauses of this

contract), or otherwise incur costs in excess of the hourly rate ceilings specified in Section B.3, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised hourly rate ceilings in this contract.

- G. 10.7** No notice, communication, or representation in any form from any person other than the CO shall change the hourly rate ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the hourly rate ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.
- G. 10.8** If any hourly rate ceiling specified in Sections B.3 is increased, any costs the Contractor incurs before the increase that are in excess of the previous hourly rate ceilings shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G. 10.9** A change order shall not be considered an authorization to exceed the applicable hourly rate ceilings specified in Sections B.3, unless the change order specifically increases the hourly rate ceilings.

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

**H.1.1** For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

**H.1.1.1** At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

**H.1.2** The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 15, dated December 22, 2014, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

### **H.4 FREEDOM OF INFORMATION ACT**

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

to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

## **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.5.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).

**H.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

**H.5.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - (a) Name;
  - (b) Social security number;
  - (c) Job title;
  - (d) Hire date;
  - (e) Residence; and
  - (f) Referral source for all new hires.

**H.5.4** If the contract amount is equal to or greater than \$300,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**H.5.5** With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the CO its compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:
  - (a) Material supporting a good faith effort to comply;
  - (b) Referrals provided by DOES and other referral sources;

- (c) Advertisement of job openings listed with DOES and other referral sources; and
- (d) Any documentation supporting the waiver request pursuant to section H.5.6.

**H.5.6** The CO may waive the provisions of section H.5.4 if the CO finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

**H.5.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

**H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this section H.5.8.

**H.5.9** The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

**H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

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

**H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

## **H.8 WAY TO WORK AMENDMENT ACT OF 2006**

- H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
  - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
  - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
  - (4) Contracts for services needed immediately to prevent or respond to a disaster or 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 of 2006;
  - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
  - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**H.8.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

## **H.9 SUBCONTRACTING REQUIREMENTS**

### **(a) Mandatory Subcontracting Requirements**

- (1) Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- (2) If there are insufficient SBEs to completely fulfill the requirement of paragraph (a)(1), then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- (3) A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections (a)(1) and (a)(2) of this clause.
- (4) Except as provided in (a)(5) and (a)(7), a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- (5) A prime contractor that is a certified joint venture and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

- (6) Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- (7) A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

**(b) Subcontracting Plan**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section (a) of this clause. The plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

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

**(c) Copies of Subcontracts**

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

**(d) Subcontracting Plan Compliance Reporting.**

- (1) If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:
  - (A) The price that the prime contractor will pay each subcontractor under the subcontract;
  - (B) A description of the goods procured or the services subcontracted for;
  - (C) The amount paid by the prime contractor under the subcontract; and
  - (D) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.
- (2) If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

**(e) Annual Meetings**

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

**(f) Notices**

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

**(e) Enforcement and Penalties for Breach of Subcontracting Plan**

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

**H.10 CONTRACTOR RESPONSIBILITIES**

**H.10.1** The Contractor shall maintain its own computer with appropriate software and hardware to perform the General Requirements, as well as a cellular telephone with voice and email capacity.

**H.10.2** The Contractor shall provide its own work space when fulfilling the General Requirements, except when attending in-person meetings.

**H.10.3** The Contractor is responsible for all their transportation and meal costs.

## **SECTION I: CONTRACT CLAUSES**

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

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

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

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

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

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

### **I.4 TIME**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

### **I.5 RIGHTS IN DATA**

**I.5.1** “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

**I.5.2** The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

**I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpret-

ers, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

#### **RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_ with (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

**I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

**I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

**I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

**I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

**I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

**I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

## **I.6 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

## **I.7 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.8 INSURANCE**

A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. **The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation.** The Contractor shall maintain

Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.

- B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Jacque McDonald, CPPO, CPPB, SPSM, MBA, MST  
Director of Contracts, Procurement and Grants  
Office of the Deputy Mayor for Planning and Economic Development  
1100 4<sup>th</sup> Street, S.W., Suite E500  
Washington, D.C. 20024  
Telephone (202) 724-8111  
Email: [jacque.mcdonald@dc.gov](mailto:jacque.mcdonald@dc.gov)

H. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

#### **I.9 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

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

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

##### **ORDER OF PRECEDENCE**

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

#### **I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

**I.12 GOVERNING LAW**

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

**SECTION J: ATTACHMENTS**

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors
J.2	U.S. Department of Labor Wage Determination No. 2005-2103, Rev. No. 15, dated December 22, 2014
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors
J.4	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice (2015) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet (2015) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors
J.7	Tax Certification Affidavit available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors
J.8	Bidder/Offeror Certification Form available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors
J.9	Subcontracting Plan Form <i>(If applicable)</i> available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors
J.10	Contractor Experience Questionnaire Form available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors
J.11	Past Performance Evaluation Form available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER  
STATEMENTS OF OFFERORS**

Bidder/Offeror Certification Form

ATTACHMENT J.8

**END OF SECTION K**

## **SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **L.1 CONTRACT AWARD**

#### **L.1.1 Most Advantageous to the District**

The District intends to award a single contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

**L.1.2** The District may reject any proposal that fails to include a subcontracting plan that is required by law.

#### **L.1.3 Initial Offers**

The District may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

### **L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT**

**L.2.1** One original and three (3) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: **"Proposal in Response to Solicitation No. DCEB-2015-R-0003 – McMillan Sand Filtration Site Owner's Representative"**.

**L.2.2** Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

### **L.3 TECHNICAL PROPOSAL**

This section shall contain an executive summary of offeror's overall proposal, including a brief description of its organization's mission, history, and philosophy, and describe how the work set forth in Section C, Statement of Work will be accomplished in sufficient detail to permit the District to evaluate it in accordance with Section M, Evaluation Factors.

**L.3.1 Section 1 – Knowledge and Experience:**

**L.3.1.1** Offeror shall demonstrate its knowledge with and experience in providing similar services or like kind for public and/or private sector clients.

**L.3.1.2** Offeror shall demonstrate its understanding of the requirements.

**L.3.2 Section 2 – Organizational Capacity and Management Approach:**

**L.3.2.1** Offeror shall demonstrate its organizational capacity to fulfill the requirements under the contract and shall demonstrate a sound management approach through:

**L.3.2.1.1** Submission of a description of its management approach, staffing, and sample schedule for assigned tasks;

**L.3.2.1.2** Submission of a quality approach that effectively accomplishes the objectives within the stated timeline; and

**L.3.2.1.3** Submission of a detailed organizational chart that includes all functions and identifies key personnel positions.

**L.3.3 Section 3 – Qualifications of Key Personnel:**

**L.3.3.1** Offeror shall provide the identity and describe the qualifications of key personnel, team members, and subcontractors to be involved with this project, including their project assignments and the extent of their participation.

**L.3.3.2** Offeror shall describe its key personnel and project team and those of its subcontractors, demonstrating their capability and experience.

**L.3.3.3** Offeror shall include resumes of all assigned personnel as attachments to the proposal.

**L.3.4 Section 4 – Past Performance:**

**L.3.4.1** Offeror shall provide, with proposal, the completed Experience Questionnaire (Attachment J.10) listing all contracts in which the Offeror or its major subcontractors or joint venture partners have performed work of similar complexity, function and scope in the past five (5) years. Work is similar, if the function, responsibilities, and duties of the Offeror are essentially the same as the required services described in Section C.5; and

**L.3.4.2** Offeror shall provide completed past performance evaluations from a minimum of three (3) references listed in the Experience Questionnaire (Attachment J.10), that are satisfactory or better, as described in the instructions and rating criteria on page 2 of the District's Past Performance Evaluation Form (Attachment J.11).

**L.3.5** **Section 5 – Attachments:** The Offeror shall complete and provide in this section, the following documents and pertinent information:

- A. Solicitation, Offer and Award form;
- B. Attachments referenced in Sections H, I, K and L of this solicitation; and
- C. Other pertinent information

**L.4 PRICE PROPOSAL**

**L.4.1** The Offeror shall identify this portion of the proposal as the “PRICE PROPOSAL”, and bind it separately from the remainder of the proposal. The price proposal will be evaluated separately from the Technical Proposal. Price data shall not be presented in the technical portion of the proposal.

**L.4.2** The Offeror shall submit the price information in the manner and format stated in Section B, Contract Type, Supplies or Services and Price/Cost, and shall conform to the requirements of that Section. Offerors shall submit pricing for all Contract Line Item Numbers (CLINs). Proposals that fail to provide pricing for each CLIN may be considered unacceptable.

**L.5 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC**

In addition to the proposal submission requirements in Section L.2 above, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code §2-534. Redacted copies of the offeror’s proposal must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code §2-536(b) requires the District to make available electronically copies of records that must be made public. The District’s policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under §2-534(a)(1). Successful proposals will be published on the OCP Internet in accordance with D.C. Official Code §2-361.04, subject to applicable FOIA exemptions.

**L.6 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

**L.6.1 Proposal Submission**

Proposals must be submitted no later than **2:00 pm local time, Monday, June 29, 2015, to 1100 4<sup>th</sup> Street SW, Suite E500, Washington, DC 20024.** Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;

- (b) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

#### **L.6.2 Withdrawal or Modification of Proposals**

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date and time for receipt of proposals.

#### **L.6.3 Postmarks**

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

#### **L.6.4 Late Modifications**

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

#### **L.6.5 Late Proposals**

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

#### **L.7 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than five (5) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than five (5) days before the date set for submission of proposals. The District will furnish responses promptly to all prospective offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

## **L.8 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.8.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

**"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.**

**If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."**

**L.8.2** Mark each sheet of data it wishes to restrict with the following legend:

**"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."**

## **L.9 PROPOSALS WITH OPTION YEARS**

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option year(s).

## **L.10 PROPOSAL PROTESTS**

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4<sup>th</sup> Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

## **L.11 UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive visual and other presentation aids are neither necessary nor desired.

## **L.12 RETENTION OF PROPOSALS**

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

### **L.13 PROPOSAL COSTS**

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

### **L.14 CERTIFICATES OF INSURANCE**

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to:

Jacque McDonald, CPPO, CPPB, SPSM, MBA, MST  
Director, Contracts, Procurement and Grants  
Office of the Deputy Mayor for Planning and Economic Development  
1100 4<sup>th</sup> Street, S.W., Suite E500  
Washington, D.C. 20024  
Telephone (202) 724-8111  
Email: [jacque.mcdonald@dc.gov](mailto:jacque.mcdonald@dc.gov)

### **L.15 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

### **L.16 BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all offerors still within the competitive range.

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

Each proposal must provide the following information:

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

**L.17.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the

executed “Clean Hands Certification” that is referenced in D.C. Official Code §47-2862, if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.17.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

**L.18 FAMILIARIZATION WITH CONDITIONS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

**L.19 GENERAL STANDARDS OF RESPONSIBILITY**

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit relevant documentation within five (5) days of the request by the District.

**L.19.1** To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq.;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;

- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

**L.19.2** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

## SECTION M - EVALUATION FACTORS

### M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

### M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

<b>Numeric Rating</b>	<b>Adjective</b>	<b>Description</b>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror’s score for each factor. The offeror’s total technical score will be determined by adding the offeror’s score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good,” then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the offeror’s total technical score will be determined by adding the offeror’s score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good” for the first subfactor and “Poor” for the second subfactor, then the total score for that evaluation

factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

### **M.3 EVALUATION CRITERIA**

Proposals will be evaluated based on the following evaluation factors in the manner described below:

#### **M.3.1 TECHNICAL CRITERIA (75 Points Maximum)**

These evaluation factors consider the Offeror's knowledge and experience, organizational capacity and management approach, qualifications of its key personnel, and past performance providing services the same or similar to the required services as described in Section C. These evaluation factors include an examination of the quality of services provided timeliness in service delivery, business practices, and overall satisfaction with the Offeror's performance.

##### **M.3.1.1 Knowledge and Experience (0 – 20 points)**

**M.3.1.1.1** Offeror has demonstrated its knowledge with and experience in providing similar services or like kind for public and/or private sector clients. – **10 points**

**M.3.1.1.2** Offeror has demonstrated its understanding of the requirements. – **10 points**

##### **M.3.1.2 Organizational Capacity and Management Approach (0 – 20 points)**

**M.3.1.2.1** Offeror has demonstrated its organizational capacity to fulfill the requirements under the contract and has demonstrated a sound management approach through:

**M.3.1.2.1.1** Submission of a description of its management approach, staffing, and sample schedule for assigned tasks; and – **8 points**

**M.3.1.2.1.2** Submission of a quality approach that effectively accomplishes the objectives within the stated timeline. – **8 points**

**M.3.1.2.1.3** Submission of a detailed organizational chart that includes all functions and identifies key personnel positions; - **4 points**

##### **M.3.1.3 Qualifications of Key Personnel (0 – 20 points)**

**M.3.1.3.1** Offeror has provided the identity and described the qualifications of key personnel, team members, and subcontractors to be involved with this project, including their project assignments and the extent of their participation. – **8 points**

**M.3.1.3.2** Offeror has described its key personnel and project team and those of its subcontractors, and has demonstrated their capability and experience. – **8 points**

**M.3.1.3.3** Offeror has included resumes of all assigned personnel as attachments to the proposal. **4 points**

**M.3.1.4 Past Performance (0 – 15 points)**

**M.3.1.4.1** Offeror has provided, with proposal, the completed Experience Questionnaire (Attachment J.10) listing all contracts in which the Offeror or its major subcontractors or joint venture partners have performed work of similar complexity, function and scope in the past five (5) years. Work is similar, if the function, responsibilities, and duties of the Offeror are essentially the same as the required services described in Section C.5; and – **10 points**

**M.3.1.4.2** Offeror has provided completed past performance evaluations from a minimum of three (3) references listed in the Experience Questionnaire (Attachment J.10), that are satisfactory or better, as described in the instructions and rating criteria on page 2 of the District’s Past Performance Evaluation Form (Attachment J.11). – **5 points**

**M.3.2 PRICE CRITERION (25 Points Maximum)**

The price evaluation will be objective. The offeror with the lowest or lowest average hourly rate(s) will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest or Lowest Average Hourly Labor Rate}}{\text{Hourly or Average Hourly Labor Rate of proposal being evaluated}} \times 25 = \text{Evaluated price score}$$

**M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)**

**M.3.4 TOTAL POINTS (112 Points Maximum)**

Total points shall be the cumulative total of the offeror’s technical criteria points, price criterion points and preference points, if any.

**M.4 EVALUATION OF OPTION YEARS**

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District’s requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

**M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 *et seq.*, as amended (“Act”, as used in this section), the District shall apply preferences in evaluating proposals from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

### **M.5.1 Application of Preferences**

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

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the DSLBD will receive the addition of three points on a 100-point scale added to the overall score.
- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

### **M.5.2 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

### **M.5.3 Preferences for Certified Joint Ventures**

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

### **M.5.4 Verification of Offeror's Certification as a Certified Business Enterprise**

- M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The CO will verify the offeror's certification with DSLBD, and the

offeror should not submit with its proposal any additional documentation regarding its certification as a certified business enterprise.

**M.5.4.2** Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, NW, Suite 850N  
Washington DC 20001

**M.5.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.6.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

**M.6.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.