

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



**REQUEST FOR PROPOSALS (RFP)**

**Solicitation Number: DCAM-15-CS-0148  
Metropolitan Police Department (MPD) 5<sup>th</sup> District Headquarters Renovation**

**Sheltered Market  
Set-Aside for Participation by Certified Small Business Enterprises (CSBEs) Only**

**August 7, 2015**

Proposal Due Date: August 27, 2015 by 2:00 p.m.

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

Pre-Proposal Conference:  
and Site Visit August 12, 2015 at 10:00 a.m.  
MPD 5<sup>th</sup> District Police Station  
1805 Bladensburg Road, NE  
Washington DC, 20002

Contact: Courtney Washington  
Contract Specialist  
Contracts & Procurement Division  
2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor  
Washington, DC 20009  
Phone: (202) 724-3986  
Email: [courtney.washington2@dc.gov](mailto:courtney.washington2@dc.gov)

## EXECUTIVE SUMMARY

The District of Columbia Department of General Services (DGS), Contracts and Procurement Division, on behalf of the DC Metropolitan Police (MPD) is issuing this Request for Proposals (“RFP”) to engage a Contractor to provide all labor, materials, supervision, and other services necessary for the renovation of MPD’s 5<sup>th</sup> District Police Station located at 1805 Bladensburg Road NE, Washington DC, 20002. The renovation shall include the services as described in the Scope of Work (Attachment A1).

This is a Sheltered Market Procurement and only Certified Small Business Enterprises (CSBEs) certified by the District’s Department of Small and Local Business Development (DSLBD) at the time of submission are eligible to participate. The Contractor must maintain the aforementioned certification throughout the term of any resulting contract. The Offeror shall submit with its proposal its CBE certification letter issued by DSLBD (See Section C).

### **A.1 Contract Type:**

The contract awarded pursuant to this RFP will be a fixed price type of contract.

### **A.2 Contractor's Compensation:**

Offerors shall be required to provide an Offer Letter (Attachment B) to include their lump sum price to complete the work. The lump sum price shall be the Contractor’s sole method of compensation and as such shall be sufficient funding to cover all of the costs necessary to fully complete the Project, including, but not limited to, labor, materials, trade, subcontractor costs, general conditions, insurance and bonding, home office overhead and profit. The lump sum price shall include sufficient funding for items that are not specifically identified in the Scope of Work but which are reasonably inferable therefrom.

### **A.3 Form of Contract:**

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

#### **A.4 Procurement Schedule:**

The schedule for this procurement is as follows:

- Issue RFP - August 7, 2015
- Pre-Proposal Conference & Site Visit -August 12, 2015
- Last Day for Questions - August 14, 2015
- Proposals Due - August 27, 2015 at 2:00p.m.

#### **A.5 Attachments:**

Attachment A1 - Scope of Work  
Attachment A2 - Drawings  
Attachment A3 - Finishes  
Attachment B - Form of Offer Letter  
Attachment C - Disclosure Statement  
Attachment D - Tax Affidavit  
Attachment E - Davis-Bacon Wage Rate  
Attachment F - Bid Bond Form  
Attachment G - Bid Guaranty Certification  
Attachment H - Subcontracting Plan Form  
Attachment I - 2015 Living Wage Act Notice and Fact Sheet  
Attachment J - First Source Agreement Form  
Attachment K- Form of Contract (to be provided)  
Attachment L – Past Performance Evaluation Forms

**SECTION B  
SCOPE OF WORK**

See Attachment A1 to this RFP.

## **SECTION C ECONOMIC INCLUSION**

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

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

- (a) Three points for a small business enterprise;
- (b) Five points for a resident-owned business;
- (c) Five points for a longtime resident business;
- (d) Two points for a local business enterprise;
- (e) Two points for a local business enterprise with its principal office located in an enterprise zone;
- (f) Two points for a disadvantaged business enterprise;
- (g) Two points for a veteran-owned business enterprise; and
- (h) Two points for a local manufacturing business enterprise.

A Certified Business Enterprise (CBE) shall be entitled to any and all of the preferences provided in this section, but in no case shall a CBE be entitled to a reduction in price of more than twelve (12) percent.

### **C.2 LSDBE Participation.**

#### **C.2.1 Mandatory Subcontracting Requirement.**

**C.2.1.1** The subcontracting requirement may be satisfied by subcontracting 50% of the dollar volume to any Certified Business Enterprises (CBEs) provided however, that the costs of materials, goods, and supplies shall not be counted towards the subcontracting requirement unless such materials, goods, and supplies are purchased from certified small business enterprises. Offerors shall submit the Subcontracting Plan Form included as Attachment H.

**C.2.1.2** A prime contractor which is certified as a Small Business Enterprise shall not be required to comply with the provisions of section C.2.1.1.

**C.2.1.3** Neither the Contractor or a Subcontractor may remove a Subcontractor or tier-Subcontractor if such Subcontractor or tier-Subcontractor is certified as a Local, Small or Disadvantaged Business Enterprise (LSDBE) unless the Department approves of such removal.

The Department may condition its approval upon the Contractor developing a plan that is, in the Department's sole and absolute judgment, adequate to maintain the level of LSDBE participation on the Project as required under this Contract.

**C.2.1.4** A list of Certified Business Enterprises can be found on the District of Columbia, Department of Small and Local Business Development website at <http://dslbd.dc.gov/DC/DSLBD>, click on "Doing Business in the District", click on "Find CBE Certified Contractors."

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

**C.3.1** At least fifty-one percent (51%) of the Offeror's team and every sub-consultant's employees hired after the Offeror enters into a contract with the Department, or after such sub-consultant enters into a contract with the Offeror, to work on this Project, shall be residents of the District of Columbia.

**C.3.2** Upon execution of the contract, the Offeror and all of its member firms, if any, and each of its subcontractors and sub-consultants shall submit to the Department a list of current employees that will be assigned to the Project, the date that they were hired and whether or not they live in the District of Columbia.

**C.3.3** The Offeror shall comply with subchapter X of Chapter II of Title 2, and all successor acts thereto, including by not limited to the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011, and the rules and regulations promulgated thereunder. The Offeror and all member firms, subcontractors, tier subcontractors, sub-consultants, and suppliers with contracts in the amount of \$300,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement Attachment J with the D.C. Department of Employment Services ("DOES") upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make best efforts to hire at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10<sup>th</sup> of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in a program approved by the D.C. Apprenticeship Council; and (vii) trade contractors and subcontractors with contracts in the amount of \$500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.

**SECTION D  
EVALUATION AND AWARD CRITERIA**

**D.1 Selection Criteria:**

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

- Relevant Experience and Capabilities (30 points)
- Key Personnel (20 points)
- Project Management Plan & Schedule (30 Points)
- Price (20 points)

**D.2 Evaluation Process:**

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

**D.3 Evaluation Committee:**

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

**D.4 Oral Presentation:**

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

**D.5 Proposal Evaluation:**

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

**D.6 Non-Responsive Pricing:**

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

**SECTION E  
PROPOSAL ORGANIZATION AND SUBMISSION**

**E.1 Proposal Identification:**

Offerors shall submit an original and five (5) hard copies in a sealed envelope conspicuously marked: “DCAM-15-CS-0148 MPD 5th District Headquarters Renovations”.

**E.2 Delivery or Mailing of Proposals:**

Submissions shall be delivered or mailed to:

Department of General Services  
Attn: James H. Marshall  
2000 14<sup>th</sup> Street, NW 8<sup>th</sup> Floor  
Washington, D.C. 20009  
Phone: (202) 727-2800

**E.3 Date and Time for Receiving Proposals:**

Submissions shall be received no later than 2:00 p.m. local time on **August 27, 2015**. The Offeror assumes the sole responsibility for timely delivery of its submission, regardless of the method of delivery.

**E.4 Proposal Size, Organization and Offeror Qualifications:**

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

**E.4.1 Technical Proposal Section – Volume I**

**E.4.1.1 Executive Summary**

The Offer shall provide a summary of no more than three (3) pages to include the following for the Offeror and any subcontractors:

- (a) Name(s), address(es), and role(s) of each firm (including all sub-contractor)
- (b) Firm profile(s), including:
  - 1. Age
  - 2. Firm history(ies)
  - 3. Firm size(s)
  - 4. Areas of specialty/concentration
  - 5. Current firm workload(s) projected over the next year
  - 6. Project Executive(s)

7. Provide a list of any contracts held by the Offeror where the contract was terminated (either for default or convenience). This list shall also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.

#### **E.4.1.2 Relevant Experience and Capabilities (35 Points)**

The Department desires to engage a Contractor with the experience necessary to successfully complete the required work as described in Attachment A of this RFP. The Offeror shall submit the following to demonstrate the Offeror's relevant experience and capabilities to perform the required work as described in Attachments A1, A2, and A3.

- (a) The Contractor shall provide a minimum of three (3) detailed descriptions of projects performed in the last five (5) years to include the following that best illustrates the team's experience and capabilities relevant to this project:
  1. Project name and location;
  2. Name, address, contact person and telephone number for owner reference;
  3. Description of the work performed by the Offeror including comparisons to the work of this solicitation and Offeror's role on the project (General Contractor or Subcontractor);
  4. Project size in square footage;
  5. Time period of the construction;
  6. Identification of personnel involved in the selected project who are proposed to work on this project; and
  7. Award and final construction cost (provide actual figures for completed projects).
- (b) The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms (Attachment L) are completed and submitted on behalf of the Contractor directly to Courtney Washington at [courtney.washington2@dc.gov](mailto:courtney.washington2@dc.gov) by the due date for proposals (E.3).
- (c) The Offeror shall ensure that a minimum of two (2) Past Performance Evaluation forms (Attachment L) are completed and included in the Contractor's proposal for each proposed subcontractor, as applicable.

If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture.

#### **E.4.1.3 Key Personnel (20 Points)**

Offerors shall assign senior personnel to this Project with experience in completing similar projects on-time and on-budget. The availability and experience of the key personnel assigned to this Project will be evaluated as part of this element. The Offeror shall:

- (a) Identify, at a minimum: (i) the Project Manager, and the Superintendent responsible for the Project and describe the specific experience of each key personnel working on projects similar to the required work as described in Attachment A1 of this RFP;
- (b) Provide resumes for the key personnel identified above that demonstrates their ability to successfully completed the required work as described in A1, A2 and A3;
- (c) Provide a table that identifies all key personnel that will be assigned to this Project. The table should include: (i) the individual’s name; (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this project); and (iv) the time periods during which the individual will be assigned to the Project. This table should include all personnel that will be assigned to the Project.

**E.4.1.4 Project Management Plan & Schedule (25 Points)**

Offerors shall submit a Project Management Plan & Schedule. The Project Management Plan should clearly explain how the Contractor intends to manage and implement the Project. It should demonstrate a comprehensive knowledge of the process and provide project specific impediments that must be overcome and ensure that sufficient staffing will be provided. At a minimum, the plan shall:

- (a) Describe specific roles of all staff and how they will manage and contribute to the Project;
- (b) Identify prime subcontractors, and their specific roles in managing and completing the Project;
- (c) Describe the key specific challenges inherent in this Project and explain how the Offeror will overcome or mitigate these challenges; and
- (d) Provide a detailed critical path schedule that shows the anticipated manner in which the Project will be constructed. The Contractor shall include sufficient level of detail to demonstrate the Offeror’s understanding of the Project and the key issues related to the Project. The Contractor shall also demonstrate how the key milestones listed below will be achieved.
- (e) Include a Contingency Plan that addresses the restoration of emergency response equipment should it become damaged as a result of work performed on the project. The Contractor shall implement the Contingency Plan to restore the functionality of the impaired response equipment (e.g. Alerts Systems, Radio & Data Communications, etc.) in a safe and expedient manner. Estimated response timeframes shall be included in the Contingency Plan.

<b>MPD 5<sup>th</sup> District Headquarters Renovations</b>	
<b>Calendar Days After NTP</b>	<b>Key Milestones</b>
<b>6</b>	<b>Submittals</b>
<b>90</b>	<b>Mobilization</b>
<b>155</b>	<b>Substantially Complete</b>
<b>165</b>	<b>Clean Up - Fully Completed</b>

#### **E.4.1.5 Attachments**

The Offeror shall complete and include the following attachments in their technical proposal:

- a) Disclosure Statement – Each Offeror shall submit a Disclosure Statement (Attachment C);
- b) Tax Affidavit - Each Offeror shall submit a tax affidavit substantially in the form of Attachment D. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia government.
- c) First Source Employment - Each Offeror shall submit the First Source Employment Agreement in the form of Attachment J.
- d) CBE Certification issued by the Department of Small Local Business Development

#### **E.4.2 Price Proposal Section – Volume 2**

##### **E.4.2.1 Price (20 Points)**

The Offeror shall submit the Form of Offer Letter in substantially the form of Attachment B.

##### **E.4.2.2 Attachments**

The Offeror shall complete and include the following attachments in their price proposal:

- (a) Bid Bond (Attachment F) or Bid Guarantee Certification (Attachment G) - Each Offeror shall submit the Bid Guaranty Certification substantially in the form of Attachment G; and the
- (b) Subcontracting Plan Form (Attachment H).

**SECTION F**  
**BIDDING PROCEDURES & PROTESTS**

**F.1 Contact Person:**

For information regarding this RFP please contact:

Courtney Washington  
Department of General Services  
Contracts and Procurement Division  
2000 14<sup>th</sup> Street, NW  
8<sup>th</sup> Floor  
Washington, DC 20009  
Phone: (202) 724-3986  
[courtney.washington2@dc.gov](mailto:courtney.washington2@dc.gov)

**F.2 Pre-Proposal Conference and Site Visit:**

A pre-proposal conference and site visit will be held at 10:00 a.m. on August 12, 2015 at the District Police Station located at MPD 5<sup>th</sup> District Police Station 1805 Bladensburg Road, NE, Washington DC, 20002. Interested Offerors are encouraged to attend.

**F.3 Explanations To Prospective Offerors:**

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

Requests shall be directed to Courtney Washington at the email address listed in Section F.1 no later than the August 14, 2015. The person making the request shall be responsible for prompt delivery.

#### **F.4 Protests:**

Protests shall be governed by Section 4734 of the Department's Procurement Regulations (27 DCMR). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of Proposals. If an alleged defect does not exist in this initial RFP, but was incorporated into the RFP by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering Proposals. In all other cases, a protester shall file the protest within seven (7) days after the protester knows or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Department's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Department by obtaining written and dated acknowledgment of receipt from the Department's CCO. Protests received by the Department after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

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

#### **F.5 Retention of Proposals:**

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

#### **F.6 Examination of Proposals:**

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

#### **F.7 Late Proposals and Modifications:**

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

- (e) Proposals shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of Proposals.

**F.8 No Compensation for Preparation of Proposals:**

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

**F.9 Rejection of Proposals:**

The Department reserves the right, in its sole discretion:

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

**F.10 Limitation of Authority:**

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

**F.11 Contract Award:**

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

**SECTION G  
INSURANCE REQUIREMENTS**

**G.1 Required Insurance:**

The contractor shall maintain the following types of insurance throughout the life of the contract.

**G.1.1** Commercial general public liability insurance (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than One Million Dollars (\$1,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and One Million Dollars (\$1,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage. The Contractor will be required to maintain this coverage in force for a period of at least two years after substantial completion.

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

**G.1.3** Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least Five Hundred Thousand Dollars (\$500,000) for each occurrence for bodily injury and property damage.

**G.1.4** Excess umbrella liability coverage (on at least a follow form basis) and when combined with the general liability policy has an aggregate limit of at least Two Million Dollars (\$2,000,000).

**G.2 Additional Insureds:**

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

**G.3 Waiver of Subrogation:**

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

**G.4 Strength of Insurer:**

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

## **SECTION H BONDS**

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

**H.1.1** Offerors shall submit with their proposal a Bid Bond in the amount of **5%** of the Offeror's lump sum price. The Offeror's Bid Bond shall be submitted in substantially the form provided as Attachment F. All bonding companies shall be licensed to conduct business in the District of Columbia and be included on the United States Department of Treasury's website Listing of Approved Sureties.

**H.1.2** Alternatively, Offerors may submit a cashier's check or irrevocable letter of credit in lieu of a Bid Bond. If the Offeror chooses to submit a cashier's check or letter of credit in lieu of a Bid Bond, the Offeror shall complete the form included as Attachment G and return, notarized, with the Offeror's Proposal. Letters of credit must be: (i) unconditional and standby; (ii) irrevocable; (iii) issued by an FDIC insured institution that is reasonably acceptable to the Department; and (iv) able to be drawn on in the Washington, DC metropolitan area. The letter of credit shall provide that it may be drawn upon if the holder of the letter of credit submits a signed statement by Department's CCO stating that the Offeror has failed to enter into a contract consistent with the terms of this procurement and the Offeror's Proposal submitted thereunder.

**H.1.2.1** In the event an Offeror who is awarded a contract fails to post a payment and performance bond for the full value of the contract, the Offeror shall there by forfeit the full amount of the cashier's check or letter of credit, and the Department will collect such funds as liquidated damages.

### **H.2 Payment and Performance Bond:**

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

## **Attachment A1 - Scope of Work**

## **Attachment A1**

DCAM-15-CS-0148  
Attachment A1 Scope of Work

### **B.1 Scope of Work**

The District of Columbia, Department of General Services, Capital Construction Division is seeking a Contractor to provide all necessary construction services, supervision, permits, labor, supplies, equipment, and materials to perform capital improvements at the Metropolitan Police Department's 5th District Headquarters located at 1805 Bladensburg Road Northeast Washington, DC 20002. The Contractor shall recognize the nature of the work performed by MPD. Therefore, notwithstanding the obligation of the Contractor to perform the required SOW, under no circumstances shall the Contractor impede any of the normal functions at 5D HQ. The Contractor shall provide construction services in an occupied building that shall include, at a minimum the following:

#### **B.1.1 Phase 1 Detective Offices.**

##### **B.1.1.1 Standard Work Requirements**

The Contractor shall complete the following Standard Work Requirements, as applicable, for each individual room described in B.1.2.1 – B.1.2.11:

- 1) Salvage and re-use existing ceiling speakers
- 2) Salvage and re-use/clean existing sprinkler heads; replace escutcheons
- 3) Salvage and re-use existing fire alarm devices
- 4) Demo and dispose of existing walls/doors/electrical/data per demolition plan
  - a) Electrical and tele/data line wiring to be removed back to panels
  - b) Contractor is responsible for patching, repairing, finishing and painting walls to remain that intersect with walls that are demolished
  - c) Contractor is responsible for patching, repairing, finishing and painting any holes created after in wall items are demolished from walls that remain
  - d) Contractor is responsible for ensuring all in wall items (thermostats, visual indicators, etc.) remain functional when existing partitions are demolished and new partitions are installed, relocations may be required
- 5) Demo and dispose of existing workstations
- 6) Demo and dispose of existing VCT flooring and mastic; Prep floor as required by manufacture of new flooring; proper handling (and disposal) of all environmental contaminates is the Contractors responsibility
- 7) Demo and dispose of existing carpeting, mastic and pad; proper handling (and disposal) of all environmental contaminates is the Contractors responsibility
- 8) Demo and dispose of drop ceiling grid and tile
- 9) Demo and dispose of existing light fixtures
- 10) Demo and dispose of existing HVAC diffusers and registers
- 11) Demo and dispose of existing electrical receptacles (including the wiring back to the panel) where receptacles will be blocked by new installations
- 12) If necessary, trace existing circuits to ensure proper labeling of panels serving rooms included in this Project

- 13) All new electrical outlets, including outlets in newly installed systems furniture, shall be
  - a) 20A/125V/2P/3W (Grounded) NEMA 5-20R mounted 18" AFF unless otherwise noted on the drawings
  - b) Labeled with the appropriate panel designations
  - c) In general, each seat shall have a minimum of 2 duplex receptacles or 1 quad receptacle
    - i) Half of the electrical for one seat shall be dedicated to computer services with a max of 4 computer dedicated duplex receptacles per 1 circuit
  - d) Contractor is responsible for adding additional electrical subpanels and feeds if currently panels do not provide adequate space for new electrical installations
    - i) GE A Series II Panel Board, 100 amps, 208Y/120V, 3 Phase, 4 Wire, 42 Spaces
- 14) All new voice data lines shall be plenum rated UTP Cat 6 and must adhere to TIA/EIA 561B standards. In general, each seat will require 1 duplex Cat 6 drop. The Contractor is responsible for providing the following
  - a) All termination hardware at each drop, including base plates, dual port face plates, Cat6 wall jacks, Cat6 inserts, RJ45 connectors, etc.
  - b) The Department will not provide any voice data components, the Contractor is responsible for providing all voice data components to ensure new installations are completely functional
  - c) Terminations at either end of newly installed cables
  - d) Test newly installed cables and provide test reports
  - e) Punching down newly installed cables on the existing terminal blocks
  - f) Patching between the termination blocks and patch panels
  - g) Additional patch panels and terminal blocks if necessary
  - h) All newly installed drops shall be labeled at either end of the cables with the appropriate panel designations and drop number
  - i) In general, each seat shall have a minimum of 1 duplex tele/data outlet with main and backup cable drop
- 15) Furnish and install new 3 5/8" metal stud (20 ga - 16" o.c.) drywall (Greenboard) partition with sound insulation (R13 Fiberglas). Hold drywall up a 1/2" above finish floor height.
- 16) Furnish & Install new commercial door frames, doors, hardware, closures, and kick-plates. Prep doors as required for electronic strikes, card readers, etc.
- 17) Furnish & install Schlage SC1 keyways and keys; it is the Contractors responsibility to coordinate keying and bitting requirements with MPD; with each new keyway 3 keys should be provided; a total of 50 keys cut to the Departments need shall also be provided
- 18) Furnish & install new Armstrong 12" x 12" VCT flooring, including wax and high traffic coating per manufactures recommend instructions
  - a) Contractor to include 3 applications of wax/sealer over new installations
- 19) Furnish & install new 4" vinyl base throughout rooms that are part of this project, to include new and existing walls
- 20) Furnish and install new 2' x 4' drop ceiling grid and tile
  - a) New ACT installation must return all existing and new interrelated items (sprinkler heads, speakers, etc.) to practically the same locations as presently found
  - b) Functionality is not to be impaired during or after construction
  - c) Ceiling height shall accommodate new recessed light fixtures, coordinate in the field
- 21) Furnish and install new 2' x 4' recessed light fixtures
- 22) Furnish and install new HVAC diffusers and registers

- 23) Furnish and install new motion sensor light switches and ceiling sensors. NOTE: Whether existing walls are removed to create larger spaces or new walls are installed to create smaller/private spaces, existing lighting circuitry needs to be replaced and/or rewired to ensure each room controls its lighting independently from the others.
- 24) Furnish and install 1 coat primer and 2 coats finish paint on all walls
  - a) Skim & patch prep for paint to include any existing conditions and holes created during demolition
- 25) Furnish and install new 1 coat primer (shop applied) and 2 coats of direct to metal finish paint to doors & frames
- 26) Furnish and install new Mecho Urban Shade 1500 Series 3% Open White at all windows
- 27) Furnish and install all new furniture (desk, chairs, conference tables, tables, print stations, etc.)
- 28) Furnish and install one trash can and one recycle can in each room (\*\*two of each in the large open office\*\*)

#### **B.1.1.2 Community Room (Temporary Swing Space during the Project)**

- (a) Temporarily store existing Community Room furniture items offsite; Coordinate with MPD; Install twenty (20) temporary workstations, two (2) printer stations
  1. Provision of temporary desks is the Contractors responsibility; temporary desks will return to the Contractor after the Project is complete
  2. Contractor shall install sufficient electrical and voice/data drops to temporarily support the personnel relocated to the community room; in general this will be one duplex electrical drop and a single V/D drop per workstations; however these requirements might increase or decrease during the move
- (b) After the Project is complete final clean the Community Room and return it to its previous condition

#### **B.1.2 Individual Room Work Requirements**

In addition to the Standard Work Requirements described in B.1.1, the Contractor shall complete the Individual Room Requirements as described below for each of the following rooms:

##### **B.1.2.1 Room 'A'**

- (a) Salvage/Re-use & Demolition/Disposal
  - a. Salvage existing 'Break Room' items; MPD to provide relocation direction
  - b. Demo and dispose of existing entry door/frame/hardware per demolition plan
- (b) New Installations
  1. Furnish and install new 3 5/8" metal stud (20 ga - 16" o.c.) drywall (Greenboard) partition with sound insulation (R13 Fiberglas) at old 229 double entry door per New Work Plan
  2. Furnish and install level 3 extra heavy duty 0.053" 16 gauge Model 2 Seamless single door with 16 gauge 0.053" frame as required, half lite glass (type G)
    - i. Hardware to include

- a. Schlage ND Series cylindrical lock ND Series Sparta Lever with entrance/office lock ND50PD F82
  - b. Contractor shall be responsible for furnishing and installing all additional hardware for complete operation of the door to include bottom strike, top strike, closures, hinges, pivots, flush bolts, kick plates, armor plates, overhead stops and holders, seals and gaskets, thresholds, silencers, wall bumpers, floor mounted stops and Schlage SC1 keyways keyed to the Departments requirements
  - c. Three keys shall be provided with each keyway
- 3. Furnish and install (1) white board
  - 4. Furnish and install VCT flooring

**B.1.2.2 Room 'B'**

(a) Salvage/Re-use & Demolition/Disposal

- 1. Demo and dispose of existing entry door/frame/hardware per demolition plan

(b) New Installations

- 1. Furnish and install level 3 extra heavy duty 0.053" 16 gauge Model 2 Seamless single door with 16 gauge 0.053" frame as required, narrow side lite glass (type G)
  - i. Hardware to include
    - 1. Schlage ND Series cylindrical lock ND Series Sparta Lever with entrance/office lock ND50PD F82
    - 2. Contractor shall be responsible for furnishing and installing all additional hardware for complete operation of the door to include bottom strike, top strike, closures, hinges, pivots, flush bolts, kick plates, armor plates, overhead stops and holders, seals and gaskets, thresholds, silencers, wall bumpers, floor mounted stops and Schlage SC1 keyways keyed to the Departments requirements
    - 3. Three keys shall be provided with each keyway
- 2. Furnish and install (1) Typical C desk and chair
- 3. Furnish and install VCT flooring

**B.1.2.3 Room 'C'**

(a) Salvage/Re-use & Demolition/Disposal

- 1. Demo and dispose of existing entry door/frame/hardware per demolition plan

(b) New Installations

- 1. Furnish and install level 3 extra heavy duty 0.053" 16 gauge Model 2 Seamless single door with 16 gauge 0.053" frame as required, narrow side lite glass (type G)
  - i. Hardware to include
    - a. Schlage ND Series cylindrical lock ND Series Sparta Lever with entrance/office lock ND50PD F82

- b. Contractor shall be responsible for furnishing and installing all additional hardware for complete operation of the door to include bottom strike, top strike, closures, hinges, pivots, flush bolts, kick plates, armor plates, overhead stops and holders, seals and gaskets, thresholds, silencers, wall bumpers, floor mounted stops and Schlage SC1 keyways keyed to the Departments requirements
    - c. Three keys shall be provided with each keyway
  - 2. Furnish and install (4) Typical Z desk and chairs
  - 3. Furnish and install one (1) power pole, power for AIS 8 wire - 4 circuit whip, and AIS 8 wire – 4 circuit whip to serve gang desk configurations
  - 4. Furnish and install (1) tack board
  - 5. Furnish and install (1) schedule board
  - 6. Furnish and install VCT flooring

#### **B.1.2.4 Room 'D'**

- (a) Salvage/Re-use & Demolition/Disposal
  - 1. Demo and dispose of existing partitions per demolition plan
  - 2. Demo and dispose of existing entry door/frame/hardware per demolition plan
- (b) New Installations
  - 1. Furnish and install new 3 5/8” metal stud (20 ga - 16” o.c.) drywall (Greenboard) partition with sound insulation (R13 Fiberglas) per New Work Plan
  - 2. Furnish and install level 3 extra heavy duty 0.053” 16 gauge Model 2 Seamless single door with 16 gauge 0.053” frame as required, narrow side lite glass (type G)
    - i. Hardware to include
      - a. Schlage ND Series cylindrical lock ND Series Sparta Lever with entrance/office lock ND50PD F82
      - b. Contractor shall be responsible for furnishing and installing all additional hardware for complete operation of the door to include bottom strike, top strike, closures, hinges, pivots, flush bolts, kick plates, armor plates, overhead stops and holders, seals and gaskets, thresholds, silencers, wall bumpers, floor mounted stops and Schlage SC1 keyways keyed to the Departments requirements
      - c. Three keys shall be provided with each keyway
  - 3. Furnish and install (1) Typical C desk and chair and (2) guest chairs
  - 4. Furnish and install (1) white board
  - 5. Furnish and install VCT flooring

#### **B.1.2.5 Room 'E'**

- (a) Salvage/Re-use & Demolition/Disposal
  - 1. Demo and dispose of existing partitions per demolition plan
  - 2. Demo and dispose of existing entry door/frame/hardware per demolition plan
- (b) New Installations

1. Furnish and install new 3 5/8" metal stud (20 ga - 16" o.c.) drywall (Greenboard) partition with sound insulation (R13 Fiberglas) per New Work Plan
2. Furnish and install level 3 extra heavy duty 0.053" 16 gauge Model 2 Seamless single door with 16 gauge 0.053" frame as required, narrow side lite glass (type G)
  - i. Hardware to include
    - a. Schlage ND Series cylindrical lock ND Series Sparta Lever with entrance/office lock ND50PD F82
    - b. Contractor shall be responsible for furnishing and installing all additional hardware for complete operation of the door to include bottom strike, top strike, closures, hinges, pivots, flush bolts, kick plates, armor plates, overhead stops and holders, seals and gaskets, thresholds, silencers, wall bumpers, floor mounted stops and Schlage SC1 keyways keyed to the Departments requirements
    - c. Three keys shall be provided with each keyway
3. Furnish and install 18" deep, 72" high Penco shelving
4. Furnish and install VCT flooring

**B.1.2.6 Room 'F/G/H' – (Combining (3) Small Storage Room to (1) Large Storage Room)**

- (a) Salvage/Re-use & Demolition/Disposal
  1. Demo and dispose of existing partitions per demolition plan
  2. Demo and dispose of existing entry door/frame/hardware per demolition plan
- (b) New Installations
  1. Furnish and install new 3 5/8" metal stud (20 ga - 16" o.c.) drywall (Greenboard) partition with sound insulation (R13 Fiberglas) per New Work Plan
  2. Furnish and install level 3 extra heavy duty 0.053" 16 gauge Model 2 Seamless single door with 16 gauge 0.053" frame as required, narrow side lite glass (type G)
    - i. Hardware to include
      - a. Schlage ND Series cylindrical lock ND Series Sparta Lever with entrance/office lock ND50PD F82
      - b. Contractor shall be responsible for furnishing and installing all additional hardware for complete operation of the door to include bottom strike, top strike, closures, hinges, pivots, flush bolts, kick plates, armor plates, overhead stops and holders, seals and gaskets, thresholds, silencers, wall bumpers, floor mounted stops and Schlage SC1 keyways keyed to the Departments requirements
      - c. Three keys shall be provided with each keyway
  3. Furnish and install 18" deep, 72" high Penco shelving
  4. Furnish and install VCT flooring

**B.1.2.7 Room 'I/J' – (Combining File Room and Office Area to Create Conference Room)**

(a) Salvage/Re-use & Demolition/Disposal

1. Demo and dispose of existing partitions and movable file system per demolition plan
2. Demo and dispose of existing entry doors/frame/hardware per Demolition Plan

(b) New Installations

1. Furnish and install new 3 5/8" metal stud (20 ga - 16" o.c.) drywall (Greenboard) partition with sound insulation (R13 Fiberglas) per New Work Plan
2. Furnish and install level 3 extra heavy duty 0.053" 16 gauge Model 2 Seamless single door with 16 gauge 0.053" frame as required, narrow side lite glass (type G) – Two (2) doors
  - i. Hardware to include
    1. Schlage ND Series cylindrical lock ND Series Sparta Lever with entrance/office lock ND50PD F82
    2. Contractor shall be responsible for furnishing and installing all additional hardware for complete operation of the door to include bottom strike, top strike, closures, hinges, pivots, flush bolts, kick plates, armor plates, overhead stops and holders, seals and gaskets, thresholds, silencers, wall bumpers, floor mounted stops and Schlage SC1 keyways keyed to the Departments requirements
    3. Three keys shall be provided with each keyway
3. Furnish and install core drill and power/data to conference room table
4. Furnish and install conference room table with power and data outlets
5. Furnish and install (1) white board
6. Furnish and install VCT flooring

**B.1.2.8 Room 'K'**

(a) Salvage/Re-use & Demolition/Disposal

1. Demo and dispose of existing partitions per demolition plan
2. Demo and dispose of existing entry door/frame/hardware per demolition plan

**B.1.2.9 Room 'L'**

(a) Salvage/Re-use & Demolition/Disposal

1. Salvage and re-use twelve (12) existing desks and relocate to Community Room for temporary workstations
2. Demo and dispose of existing entry door/frame/hardware per demolition plan

(b) New Installations (**Combined K & L Space**)

1. Furnish and install level 3 extra heavy duty 0.053" 16 gauge Model 2 Seamless single door with 16 gauge 0.053" frame as required, full lite glass
  - i. Hardware to include
    - a. Schlage ND Series cylindrical lock ND Series Sparta Lever with storeroom lock ND80PD F86
    - b. Card reader - Card readers must support legacy MPD cards, new MPD cards, and be FIPS-201 complaint. Provide and install GE multitechnology transition readers that are APL approved. Reader

type and model to meet the design and mounting applications needs of room 233 entry point.

- a. Manufacturer: GE Multitechnology Transition Readers  
APL Approved (no exceptions)
  - c. Request to exit motion sensor – specifically designed for detecting exiting through a door from the secure area to a non-secure area. Include built-in timers (up to 60 second adjustable timing), door monitor with sounder alert, internal vertical pointability coverage, 12VDC or 24VDC power and selectable relay trigger with fail safe/fail secure modes.
    - a. Manufacturer: Detection Systems DS-160 or approved equal
  - d. Door position switch - Door position magnetic reed contact switches specifically designed for use in commercial door applications. On recessed models the contact and magnetic housing snap - lock into a 1" diameter hole. Provide SPDT, N/O switches with optional Rare Earth Magnet installation on steel doors with flush top channels.
    - a. Manufacturer: Sentrol or approved equal
  - e. Electronic strike
    - a. HES, Securitron, Schlage, or approved equal
  - f. Contractors scope is inclusive of all cabling, integration and coordination related to electronic access control
  - g. Contractor shall be responsible for furnishing and installing all additional hardware for complete operation of the door to include bottom strike, top strike, closures, hinges, pivots, flush bolts, kick plates, armor plates, overhead stops and holders, seals and gaskets, thresholds, silencers, wall bumpers, floor mounted stops and Schlage SC1 keyways keyed to the Departments requirements
  - h. Three keys shall be provided with each keyway
2. Furnish and install five (5) power poles, power for AIS 8 wire - 4 circuit whip, and AIS 8 wire – 4 circuit whip to serve gang desk configurations.
  3. Furnish and install (28) detectives grade desks and chairs
  4. Furnish and install (56) dedicated Cat6 data lines; two per desk.
  5. Furnish and install (1) printer station with quad outlet and duplex Cat6 outlet
  6. Furnish and install (2) white boards
  7. Furnish and install VCT flooring

#### **B.1.2.10 Room 'M'**

(a) New Installations

1. (No work in this room)

#### **B.1.2.11 Room 'N'**

(a) New Installantion

1. Steam Clean carpet and fabric walls

#### **B.1.2.12 Room 'O'**

- (a) New Installations
  1. Steam Clean carpet and fabric walls

### **B.2 Phase 2 Locker Rooms and Gang Bathrooms**

#### **B.2.1 Standard Work Requirements**

The Contractor shall complete the following Standard Work Requirements, as applicable, for each individual room described in B.2.2.1 – B.2.2.9:

- (a) Salvage and re-use existing ceiling speakers
- (b) Salvage and re-use/clean existing sprinkler heads; replace escutcheons
- (c) Salvage and re-use existing fire alarm devices
- (d) Demo and dispose of existing walls/doors/electrical/data per demolition plan
  1. Electrical and tele/data line wiring to be removed back to panels
  2. Contractor is responsible for patching, repairing, finishing and painting walls to remain that intersect with walls that are demolished
  3. Contractor is responsible for patching, repairing, finishing and painting any holes created after in wall items are demolished from walls that remain
  4. Contractor is responsible for adding additional electrical subpanels and feeds if currently panels do not provide adequate space for new electrical installations
- (e) Demo and dispose of existing VCT flooring and mastic; Prep floor as required by manufacture of new flooring
- (f) Demo and dispose of existing carpeting and pad
- (g) Demo and dispose of drop ceiling grid and tile
- (h) Demo and dispose of existing light fixtures
- (i) Demo and dispose of existing HVAC diffusers and registers
- (j) All new electrical outlets, including outlets in newly installed systems furniture, shall be
  1. 20A/125V/2P/3W (Grounded) NEMA 5-20R mounted 18" AFF unless otherwise noted on the drawings
  2. Labeled with the appropriate panel designations
  3. In general, each seat shall have a minimum of 2 duplex receptacles or 1 quad receptacle
    - i. Half of the electrical for one seat shall be dedicated to computer services with a max of 4 computer dedicated duplex receptacles per 1 circuit
  4. Contractor is responsible for adding additional electrical subpanels and feeds if currently panels do not provide adequate space for new electrical installations
    - i. GE A Series II Panel Board, 100 amps, 208Y/120V, 3 Phase, 4 Wire, 42 Spaces
- (k) All new voice data lines shall be plenum rated UTP Cat 6 and must adhere to TIA/EIA 561B standards. In general, each seat will require 1 duplex Cat 6 drop. The Contractor is responsible for providing the following

1. All termination hardware at each drop, including base plates, dual port face plates, Cat6 wall jacks, Cat6 inserts, RJ45 connectors, etc.
  2. The Department will not provide any voice data components, the Contractor is responsible for providing all voice data components to ensure new installations are completely functional
  3. Terminations at either end of newly installed cables
  4. Test newly installed cables and provide test reports
  5. Punching down newly installed cables on the existing terminal blocks
  6. Patching between the termination blocks and patch panels
  7. Additional patch panels and terminal blocks if necessary
  8. All newly installed drops shall be labeled at either end of the cables with the appropriate panel designations and drop number
  9. In general, each seat shall have a minimum of 1 duplex tele/data outlet with main and backup cable drop
- (l) Furnish and install new 3 5/8" metal stud (20 ga - 16" o.c.) drywall (Greenboard) partition with sound insulation (R13 Fiberglas). Hold drywall up a 1/2" above finish floor height.
- (m) Furnish & Install new commercial door frames, doors, hardware, closures, and kick-plates. Prep doors as required for electronic strikes, card readers, etc.
- (n) Furnish & install Schlage SC1 keyways and keys
- (o) Furnish & install new Armstrong 12" x 12" VCT flooring, including wax and high traffic coating per manufactures recommend instructions
1. Contractor to include 3 applications of wax/sealer over new installations
- (p) Furnish & install new ceramic tile on floor or wall to match existing tile where existing tile is removed for new installations and/or existing tile (wall or floor) is broken, cracked, or mismatched.
- (q) Furnish & install new 4" vinyl base throughout rooms that are part of this project, to include new and existing walls. Ceramic tile in locations with ceramic tile floor for new installations or replacement of existing broken, cracked, or mismatched tile. Coordinate base with locker installations.
- (r) Furnish and install new 2' x 4' drop ceiling grid and tile (Moisture and Humidity resistant)
1. New ACT installation must return all existing and new interrelated items (sprinkler heads, speakers, etc.) to practically the same locations as presently found
  2. Functionality is not to be impaired during or after construction
  3. Ceiling height shall accommodate new recessed light fixtures, coordinate in the field
  4. New grid and light layout to coincide with new locker layout and walk aisles
- (s) Furnish and install new 2' x 4' recessed light fixtures
- (t) Furnish and install new HVAC diffusers and registers
- (u) Furnish and install new motion sensor light switches and ceiling sensors. NOTE: Whether existing walls are removed to create larger spaces or new walls are installed to create smaller/private spaces, existing lighting circuitry needs to be replaced and/or rewired to ensure each room controls its lighting independently from the others.
- (v) Furnish and install 1 coat primer and 2 coats finish paint on all walls

1. Skim & patch prep for paint to include any existing conditions and holes created during demolition
- (w) Furnish and install new 1 coat primer (shop applied) and 2 coats of direct to metal finish paint to doors & frames
- (x) Repair, patch, replacement missing ceramic tile grout. Install new grout sealer throughout at completion. Steam clean all floor and wall ceramic tiles and grout upon completion of new installations.

## **B.2.2 Individual Room Requirements**

In addition to the Standard Work Requirements described in B.2.1, the Contractor shall complete the Individual Room Requirements as described below for each of the following rooms:

### **B.2.2.1 Men's Officials Locker Room (Basement Level)**

- (a) Salvage/Re-use & Demolition/Disposal
  1. Demo and dispose of existing entry door and frame from hallway
  2. Demo and dispose of existing lockers
  3. Demo and dispose of existing wood floor benches
- (b) New Installations:
  1. Furnish and install new Republic Police lockers;
    - Reference
    - Type L-1 24"W x 33"D x 78"H with 16ga body
    - Built-in Bench Seat
    - Built-in Lockable Drawer, Coat Rod, Hat Shelf, Hooks, and Padlock Attachment
    - 3"H Z-Base
    - Continuous Slope Top and Number Plate
    - Color: Powder Coat #61 Midnight Blue
  2. Furnish and install new 3 5/8" metal stud (20 ga - 16" o.c.) drywall (Greenboard) partition with sound insulation (R13 Fiberglas) per New Work Plan
  3. Furnish and install one (1) new single door/frame/hardware into Officials Locker Room; swing per plan
  4. Furnish and install level 3 extra heavy duty 0.053" 16 gauge Model 2 Seamless single door with 16 gauge 0.053" frame as required, solid door
    - i. Hardware to include
      - a. Schlage ND Series cylindrical lock ND Series Sparta Lever with entrance/office lock ND50PD F82
      - b. Contractor shall be responsible for furnishing and installing all additional hardware for complete operation of the door to include bottom strike, top strike, closures, hinges, pivots, flush bolts, kick plates, armor plates, overhead stops and holders, seals and gaskets, thresholds, silencers, wall bumpers, floor mounted stops and Schlage SC1 keyways keyed to the Departments requirements

- c. Three keys shall be provided with each keyway
- 5. Furnish and install occupancy sensor light switches and at ceiling above each entry door and four (4) ceiling locations
- 6. Furnish and install new full height mirrors, location per MPD; QTY 4
- 7. Furnish & install VCT flooring

**B.2.2.2 Men's Locker Room**

- (a) Salvage/Re-use & Demolition/Disposal
  - 1. Demo and dispose of existing walls and doors per Demolition Plan
  - 2. Demo and dispose of existing lockers
  - 3. Demo and dispose of existing wood floor benches
- (b) New Installations:
  - 1. Furnish and install new Republic Police lockers;
    - Reference
    - Type L-1 24"W x 33"D x 78"H with 16ga body
    - Built-in Bench Seat
    - Built-in Lockable Drawer, Coat Rod, Hat Shelf, Hooks, and Padlock Attachment
    - 3"H Z-Base
    - Continuous Slope Top and Number Plate
    - Color: Powder Coat #61 Midnight Blue
  - 2. Furnish and install occupancy sensor light switches and ceiling sensors above each entry door and eighteen (18) ceiling locations.
  - 3. Furnish and install:
    - i. One (1) new single door/frame/hardware – Solid door
  - 4. Furnish and install level 3 extra heavy duty 0.053" 16 gauge Model 2 Seamless single and double doors with 16 gauge 0.053" frame as required; swings per plan.
    - i. Hardware to include
      - a. Schlage ND Series cylindrical lock ND Series Sparta Lever with entrance/office lock ND50PD F82
      - b. Contractor shall be responsible for furnishing and installing all additional hardware for complete operation of the door to include bottom strike, top strike, closures, hinges, pivots, flush bolts, kick plates, armor plates, overhead stops and holders, seals and gaskets, thresholds, silencers, wall bumpers, floor mounted stops and Schlage SC1 keyways keyed to the Departments requirements
      - c. Three keys shall be provided with each keyway
  - 5. Furnish and install new full height mirrors on end of lockers, per MPD direction; QTY 16.
  - 6. Furnish & install VCT flooring

**B.2.2.3 Men's - Shower & Bathroom**

- (a) Salvage/Re-use & Demolition/Disposal
  - 1. Salvage and re-use existing grab bars
  - 2. Demo and dispose of three (3) existing single entry doors/frames/hardware

3. Demo and dispose of existing bathroom and shower partitions/fixtures/countertops/accessories
  4. Demo and dispose of six (6) urinal plumbing supply and drain lines. MPD to clarify locations.  
NOTE: Twelve (12) existing urinals, new configuration to have only six (6).
  5. Demo and dispose of five (5) sink plumbing supply and drain lines. MPD to clarify locations.  
NOTE: Ten (10) existing sinks, new configuration to have only five (5).
  6. Demo existing surface mounted light fixtures.
- (b) New Installations:
1. Furnish and install three (3) new single door/frame/hardware entry doors; swing per plan
  2. Furnish and install level 3 extra heavy duty 0.053" 16 gauge Model 2 Seamless single door with 16 gauge 0.053" frame as required, solid doors
    - i. Hardware to include
      - a. Schlage ND Series cylindrical lock ND Series Sparta Lever with entrance/office lock ND50PD F82
      - b. Contractor shall be responsible for furnishing and installing all additional hardware for complete operation of the door to include bottom strike, top strike, closures, hinges, pivots, flush bolts, kick plates, armor plates, overhead stops and holders, seals and gaskets, thresholds, silencers, wall bumpers, floor mounted stops and Schlage SC1 keyways keyed to the Departments requirements
      - c. Three keys shall be provided with each keyway
  3. Furnish and install Scrape/Skim/Paint existing hard ceilings
  4. Furnish and install new surface mounted 1' x 4' light fixtures; QTY 20.
  5. Furnish and install new shower trim (including mixing valve in wall, handle, and head, shower trim to allow for front access and feature integral stop valve); QTY 6
  6. Furnish and install new toilet partitions; QTY 6;
  7. Furnish and install new toilets compatible with existing rough-in locations; QTY 6.
  8. Furnish and install new urinals compatible with existing rough-in locations; QTY 6.
  9. Furnish and install new urinal screens; QTY 6.
  10. Furnish and install new toilet paper dispensers; QTY 6.
  11. Furnish and install new toilet seat cover dispensers; QTY 6.
  12. Furnish and install new paper towel holders; QTY 2.
  13. Furnish and install new sinks; QTY 4.
  14. Furnish and install new sink faucets; QTY 4.
  15. Furnish and install new HC sink; QTY 1.
  16. Furnish and install new HC faucet assembly; QTY 1.
  17. Furnish and install new hand soap dispensers; QTY 2.
  18. Furnish and install new sink mirror; QTY 4.
  19. Furnish and install new HC sink mirror; QTY 1.

20. Furnish and install new silicone waterproof caulking at vertical joints (clear) in entire bathroom and shower area; remove existing caulk, if any, prior to new installations.
21. Clean-out/Snake all shower and general floor drains, urinals, toilets, and sinks.
22. Furnish and install new plumbing clean-outs for urinals, toilets, and showers patch wall and install 14" x 14" metal access panels for access.
23. Furnish and install duct cleaning of bathroom exhaust and Preventative Maintenance of roof top fan
24. Replace all missing, broken, cracked and mismatched floor and wall tiles and infill grout where needed. Install new grout sealer through-out at completion.
25. Thoroughly steam clean all floor and wall tile.

#### **B.2.2.4 Women's Officials Locker Room**

##### **(a) Salvage/Re-use & Demolition/Disposal**

1. Demo and dispose of existing walls and doors per Demolition Plan
2. Demo and dispose of existing lockers
3. Demo and dispose of existing wood floor benches

##### **(b) New Installations:**

1. Furnish and install new Republic Police lockers;  
Reference  
Type L-1 24"W x 33"D x 78"H with 16ga body  
Built-in Bench Seat  
Built-in Lockable Drawer, Coat Rod, Hat Shelf, Hooks, and Padlock Attachment  
3"H Z-Base  
Continuous Slope Top and Number Plate  
Color: Powder Coat #61 Midnight Blue
2. Furnish and install occupancy sensor light switches and ceiling sensors above each entry door and one (1) ceiling location
3. Furnish and install one (1) new single door/frame/hardware – Solid door
4. Furnish and install level 3 extra heavy duty 0.053" 16 gauge Model 2 Seamless single and double doors with 16 gauge 0.053" frame as required, swings per plan
  - i. Hardware to include
    - a. Schlage ND Series cylindrical lock ND Series Sparta Lever with entrance/office lock ND50PD F82
    - b. Contractor shall be responsible for furnishing and installing all additional hardware for complete operation of the door to include bottom strike, top strike, closures, hinges, pivots, flush bolts, kick plates, armor plates, overhead stops and holders, seals and gaskets, thresholds, silencers, wall bumpers, floor mounted stops and Schlage SC1 keyways keyed to the Departments requirements
    - c. Three keys shall be provided with each keyway
5. Furnish and install new full height mirrors on walls, per MPD direction; QTY 2
6. Furnish & install VCT flooring

### **B.2.2.5 Women's Locker Room**

- (a) Salvage/Re-use & Demolition/Disposal
  1. Demo and dispose of existing walls and doors per Demolition Plan
  2. Demo and dispose of existing lockers
  3. Demo and dispose of existing wood floor benches
- (c) New Installations:
  1. Furnish and install new Republic Police lockers;  
Reference  
Type L-1 24"W x 33"D x 78"H with 16ga body  
Built-in Bench Seat  
Built-in Lockable Drawer, Coat Rod, Hat Shelf, Hooks, and Padlock Attachment  
3"H Z-Base  
Continuous Slope Top and Number Plate  
Color: Powder Coat #61 Midnight Blue
  2. Furnish and install occupancy sensor light switches and ceiling sensors above each entry door and four (4) ceiling locations.
  3. Furnish and install:
    - ii. One (1) new single door/frame/hardware – Solid door
  4. Furnish and install level 3 extra heavy duty 0.053" 16 gauge Model 2 Seamless single and double doors with 16 gauge 0.053" frame as required; swings per plan.
    - i. Hardware to include
      - a. Schlage ND Series cylindrical lock ND Series Sparta Lever with entrance/office lock ND50PD F82
      - b. Contractor shall be responsible for furnishing and installing all additional hardware for complete operation of the door to include bottom strike, top strike, closures, hinges, pivots, flush bolts, kick plates, armor plates, overhead stops and holders, seals and gaskets, thresholds, silencers, wall bumpers, floor mounted stops and Schlage SC1 keyways keyed to the Departments requirements
      - c. Three keys shall be provided with each keyway
  5. Furnish and install new full height mirrors on walls, per MPD direction; QTY 4.
  6. Furnish & install VCT flooring

### **B.2.2.6 Women's - Shower & Bathroom (Complete Demolition and Reconfiguration of Bathroom)**

- (a) Salvage/Re-use & Demolition/Disposal
  1. Complete demolition of existing walls, door, floor, ceiling & fixtures, rough-ins, drains, etc.
- (b) New Installations:
  1. Furnish and install new plumbing rough-ins, drains, etc.
  2. Furnish and install new 3 5/8" metal stud (20 ga - 16" o.c.) drywall (Greenboard) partition with sound insulation (R13 Fiberglas) per New Work Plan.

3. Furnish and install one (1) new single door/frame/hardware entry doors; swing per plan.
  - i. Hardware to include
    - a. Schlage ND Series cylindrical lock ND Series Sparta Lever with entrance/office lock ND50PD F82
    - b. Contractor shall be responsible for furnishing and installing all additional hardware for complete operation of the door to include bottom strike, top strike, closures, hinges, pivots, flush bolts, kick plates, armor plates, overhead stops and holders, seals and gaskets, thresholds, silencers, wall bumpers, floor mounted stops and Schlage SC1 keyways keyed to the Departments requirements
    - c. Three keys shall be provided with each keyway
4. Furnish and install new hard ceilings
5. Furnish and install new surface mounted 1' x 4' light fixtures; QTY 6.
6. Furnish and install all plumbing supply and drain rough-ins required.
7. Furnish and install new shower trim (including mixing valve in wall, handle and head, shower trim to allow for front access and feature integral stop valve); QTY 6
8. Furnish and install new toilet partitions; QTY 3.
9. Furnish and install new toilets; QTY 3.
10. Furnish and install new toilet paper dispensers; QTY 3.
11. Furnish and install new toilet seat cover dispensers; QTY 3.
12. Furnish and install new paper towel holders; QTY 1.
13. Furnish and install new sink counter top; QTY 1.
14. Furnish and install new sinks; QTY 2.
15. Furnish and install new sink faucets; QTY 2
16. Furnish and install new HC sink; QTY 1.
17. Furnish and install new HC faucet assembly; QTY 1.
18. Furnish and install new hand soap dispensers; QTY 2.
19. Furnish and install new sink mirror; QTY 2.
20. Furnish and install new HC sink mirror; QTY 1.
21. Furnish and install new silicone waterproof caulking at vertical joints (clear) in entire bathroom and shower area; remove existing caulk, if any, prior to new installations.
22. Clean-out/Snake all shower and general floor drains, toilets, and sinks.
23. Furnish and install new plumbing clean-outs for toilets, and showers and install 14" x 14" metal access panels for access.
24. Furnish and install duct cleaning of bathroom exhaust and Preventative Maintenance of roof top fan
25. Furnish and install new floor and wall ceramic tile
26. Install new grout sealer through-out at completion.

#### **B.2.2.7 Work Out Gym**

- (a) Salvage/Re-use & Demolition/Disposal
  1. Salvage and relocate existing storage room materials; MPD to provide direction
  2. Salvage and temporarily relocate gym equipment for later re-installation

3. Salvage existing wall mirrors on wall slated for demolition for re-installation
  4. Demo and dispose of partitions per Demolition Plan
  5. Demo and dispose of existing gym flooring
- (b) New Installations:
1. Furnish and install two (2) new double door/frame/hardware entry doors per New Work Plan
  2. Furnish and install level 3 extra heavy duty 0.053" 16 gauge Model 2 Seamless single door with 16 gauge 0.053" frame as required, half lite glass (type G)
    - i. Hardware to include
      - a. Schlage ND Series cylindrical lock ND Series Sparta Lever with entrance/office lock ND50PD F82
      - b. Contractor shall be responsible for furnishing and installing all additional hardware for complete operation of the door to include bottom strike, top strike, closures, hinges, pivots, flush bolts, kick plates, armor plates, overhead stops and holders, seals and gaskets, thresholds, silencers, wall bumpers, floor mounted stops and Schlage SC1 keyways keyed to the Departments requirements
      - c. Three keys shall be provided with each keyway
  3. Install eight (8) new dedicated duplex outlets per MPD direction
  4. Furnish and install occupancy sensor light switches and at four (4) ceiling locations.
  5. Furnish and install new gym flooring

**B.2.2.8 Mail Boxes (New - Basement Level)**

- (a) Salvage/Re-use & Demolition/Disposal
1. Salvage Memorial Wall; MPD to advise new location
  2. Demo existing mailbox wall and mailboxes
  3. Demo existing floor underneath mailboxes
- (b) New Installations:
1. Furnish and install VCT flooring

**B.2.2.9 New Storage Room**

- (a) Salvage/Re-use & Demolition/Disposal
1. Demo existing walls and doors per Demolition Plan
- (b) New Installations:
1. Furnish and install new 3 5/8" metal stud (20 ga - 16" o.c.) drywall (Greenboard) partition with sound insulation (R13 Fiberglas) per New Work Plan.

2. Furnish and install one (1) new double door/frame/hardware corridor door; swing per plan (type F)
3. Furnish and install level 3 extra heavy duty 0.053” 16 gauge Model 2 Seamless double door with 16 gauge 0.053” frame as required, solid doors
  - i. Hardware to include
    - a. Schlage ND Series cylindrical lock ND Series Sparta Lever with entrance/office lock ND50PD F82
    - b. Contractor shall be responsible for furnishing and installing all additional hardware for complete operation of the door to include bottom strike, top strike, closures, hinges, pivots, flush bolts, kick plates, armor plates, overhead stops and holders, seals and gaskets, thresholds, silencers, wall bumpers, floor mounted stops and Schlage SC1 keyways keyed to the Departments requirements
    - c. Three keys shall be provided with each keyway
- (c) Furnish and install new Penco Steel Storage units; 18” deep, 6’ tall per New Work Plan.
- (d) Furnish and install VCT flooring

### **B.3 Phased Work:**

The Contractor shall provide a detailed CPM Project Schedule within **five (5) business days** of issuance of the Purchase Order (PO).

#### **B.3.1 Phase I – Detective Offices (Thirty-Days (30) from Furniture Delivery in Warehouse)**

- (a) Temporarily store existing Community Room furniture items offsite; Coordinate with MPD . Install twenty (20) temporary work stations, two (2) printer stations
- (b) Room ‘A through J’ personnel to temporarily relocate to Community Room. Complete renovations in these areas and relocate personnel to their final work stations.
- (c) Room ‘K through O’ personnel to temporarily relocate to Community Room. Complete renovations in these areas and relocate personnel to their final work stations.
- (d) Dispose of Community Room temporary workstations. Install Community Room furniture and final clean the space.

#### **B.3.2 Phase II – Locker Room & Bathrooms (Thirty-Days (30) from Locker Delivery in Warehouse)**

- (a) Bathroom Fixtures/Finishes demolition/replacement; only remove the amount that can be installed in a day; This work should commence while lockers are being fabricated
- (b) Locker Room wall reconfigurations
- (c) Locker demolition/installation; Only remove the amount of lockers that can be installed in a day
- (d) Final Clean

#### **B.4 General Conditions:**

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

**B.4.1** The Contractor shall be responsible for determining existing conditions on project site by examination, whether indicated in the Scope of Work or not.

**B.4.2** The facility is fully occupied and the Contractor shall phase work as indicated in Section B.3 of the Scope of Work (Attachment A1). Additionally, the Contractor shall coordinate activities with the Project Manager so as to allow occupants the mandated time necessary for relocation of personal items out of a construction area before beginning work.

**B.4.3** Time is of the essence with respect to the contract. The Contractor shall substantially complete the project within One Hundred Fifty-Five (155) calendar days from the date specified in the written Notice to Proceed (NTP) signed by the Contracting Officer, and fully complete the Project ten (10) days thereafter. As such, the Contractor shall dedicate such personnel and other resources as necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.

**B.4.4** All work shall be performed during the normal business hours (between 7:00 a.m. to 7:00 p.m.) Monday through Sunday, except District Government holidays. Work shall be scheduled and coordinated with the DGS Project Manager.

**B.4.5** The Contractor shall perform all of the work in a first class and workmanlike manner. Any equipment or materials called for in the Scope of Work shall be new unless otherwise approved by the Department in advance and in writing.

**B.4.6** The Contractor shall provide deliverables as indicated in Section B.6 to the DGS Project Manager for its review and approval prior to proceeding with the work.

**B.4.7** The Contractor, at no additional cost to the Department, shall provide such safety barricades, enclosures and overhead protection as may reasonably be required by the Department and as may be necessary to safely implement the work and to remove such at the end of the work and shall leave the site in broom clean condition.

**B.4.8** In addition to demolition which may be specified in other sections, the Contractor shall:

- (a) Cut, move or remove items as necessary to allow work to proceed;
- (b) Repair or remove unsafe or unsanitary conditions;
- (c) Remove abandoned items and items serving no useful purpose, such as abandoned piping, conduit, wiring, electrical devices and any other items. However, before any appurtenance removal, the work shall be coordinated with the DGS Project Manager (PM);

(d) Remove unsuitable or extraneous materials such as abandoned furnishings and equipment, and debris such as rotten wood, rusted metals and deteriorated concrete; Clean surfaces and remove surface finishes as indicated in the Scope of Work to install new work and finishes and unless otherwise noted the new finish shall match the existing. Reference Finish Schedule for new finishes. Items not specifically called out in Finish Schedule should be replaced in-kind with new products, subject to MPD review and approval, to ensure final installations contain at a minimum, the same accessory and grab bar counts that currently exist. Contractors to perform pre-bid walk prior to obtain current counts to ensure bid contains the same at a minimum. Greater quality and greater quantity applies to finish installations.

**B.4.9** With the exception of the building permit, the Contractor shall be responsible for obtaining all job permits and approvals from the Department of Consumer and Regulatory Affairs that are required to perform and complete the installation at no additional cost to the Department.

**B.4.10** The Contractor's scope of work shall include all necessary maintenance of traffic measures, including, but not limited to, signs, flagman, steel plates, etc. The Contractor shall be responsible for preparing any necessary maintenance of traffic plans and for obtaining any required lane closure permits.

**B.4.11** The costs of any necessary security should be included in the Offeror's lump sum price.

**B.4.12** All materials, equipment and installations provided shall have a warranty period of one (1) year from Final Completion.

**B.4.13** The Contractor shall not install new lockers in a location that would interfere or cover up utilities or emergency related equipment ( i.e. installing lockers in front of fire alarm pull stations, HVAC controls, light switches, etc.)

**B.4.14** **Parking is not available on the premises.** The Contractor shall use street parking and keep the MPD 5<sup>th</sup> District driveways, loading areas, and entrances serving premises clear and available to District employees, the public, and emergency vehicles at all times. The contractor shall not use these areas for parking or storage of materials, and schedule deliveries to minimize use of driveways and entrances.

**B.4.15** The Contractor shall schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

**B.4.16** The Contractor shall comply with the following:

(a) The area available to the Contractor for performance of the work is restricted to the areas in which that Work shall be conducted with the understanding that it may at any time be further encroached upon by the facility for security reasons. When the District or the occupant continues to occupy portions of the project during construction, the Contractor

shall schedule and conduct the work so as to cause the least interference with operations of the District or occupants.

- (b) When the above must be interrupted, the Contractor shall provide alternate facilities acceptable to the Project Manager (PM) or schedule the interruption for a time when occupancy will not be impaired.

**B.4.17** The Contractor shall not interrupt utilities serving facilities occupied by District or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

**B.4.17.1** Notification to the District not less than seven (7) work days in advance of proposed utility interruptions; Contractor shall not proceed with utility interruptions without District's written permission.

**B.4.18** The Contractor shall obtain required approvals from authorities having jurisdiction.

**B.4.19** Smoking shall not be permitted within the building or within 25 feet of entrances, operable windows, perimeter fence, or outdoor-air intakes.

**B.4.20** Use of tobacco products and other controlled substances shall not be permitted on the construction site.

**B.4.21** District may appoint other entities to manage day-to-day activities for the execution of the Project.

**B.4.22** The Contractor shall coordinate with the PM for work scheduling; including, but not limited to: availability of work areas, security planning, storage and coordination with all agencies and utility providers, including Miss Utility.

**B.4.23** Furnish & Install protection to floor and wall areas not slated for demolition where workers will be walking and delivering materials.

**B.4.24** The Contractor shall effectively utilize the existing conditions when and where reuse is called for in the Scope of Work. Changes to the cost of work will not be authorized for reuse items. If modifications to the existing conditions must be made for new installations, it is the Contractor's responsibility to perform them as required, the cost of which is included in the Lump Sum Proposal.

**B.4.25** While performing the Work, the Contractor shall not cause any of MPD's emergency equipment to malfunction. If the emergency equipment malfunctions as a direct result of work performed by the Contractor, the Contractor shall immediately contact the MPD Point of Contact (POC) and the DGS Project Manager.

**B.4.26** Prior to submitting its proposal, each Offeror shall carefully review the Scope of Work and shall bring any inconsistency or error in the Scope of Work to the attention of the Department in writing. To the extent that a competent Contractor could have identified any such

inconsistency or error, such inconsistency or error shall not serve as the basis for a change order and the Contractor shall assume the risk of such inconsistency or error.

**B.4.27** Provide Final Cleaning of all spaces where renovations occur, including construction entry and exit pathways, in addition, to include all waxing/sealing of VCT flooring, and cleaning of ducts/registers/grills of HVAC system. Additionally, after work is completed, replace all HVAC filters for affected areas.

**B.4.28** The Contractor shall provide a Contingency Plan for the project with their proposal. If the emergency response equipment becomes damaged as a result of work performed on the project, the Contractor shall implement the Contingency Plan to restore the functionality of the impaired response equipment (e.g. Alerts Systems, Radio & Data Communications, etc.) in a safe and expedient manner. Estimated response timeframes shall be included in the Contingency Plan.

**B.4.28.1** Notwithstanding any electrical work that is to be done (e.g. replacement of lights), the radio/CCTV/access control/communications in the District Headquarters must remain operational at all times. Should disruption occur, Contractor should immediately notify the PM from the DGS for the project, and the person in charge of the District Headquarters at that time. These people are to be given hourly updates as to the expected time that the critical activity will be returned to functionality.

**B.4.28.2** While performing the Work, the Contractor shall not impede any of the normal functioning systems at the District Headquarters; Response Systems, Radio Communications, V/D, and Alert Systems, etc. All response systems within the District Headquarters shall be as operational at all times. If direct emergency related equipment becomes impaired during the project, the Contractor shall contact the PM and point of contact of the District Headquarters at that time. The Contractor shall provide hourly updates of when the functionality of the equipment will be restored.

**B.4.29** The Plans, Specifications, Cuts Sheets, Finish Schedules, etc. are considered complimentary Contract Documents. What is required and shown in one document is to be considered required and shown by all documents. Greater quantity and greater quality is required if there is a conflict in information provided.

**B.4.30** Provide offsite removal of trash and cleaning at the end of each day; No onsite dumpster exist.

**B.4.31** There are no elevators at the 5<sup>th</sup> District; Contractor shall stair carry all debris, trash and new installations (including FF&E) as required to successfully complete the Project.

**B.4.32** The Contractor shall coordinate the ordering and delivery of all new installations including FF&E, the Department will not pay additional storage cost.

**B.4.33** Contractor bids shall include allowances as included on the Bid Form (Attachment B) for above ceiling demolition in the amount of \$10,000.00, signage in the amount of \$2,000.00, and duct cleaning in the amount of \$8,000.00.

**B.4.34** Perform pre-inspection of existing electrical and voice data panels to determine existing installations, capacities, and expansion requirements. All electrical and voice data lines demolished shall be removed back to their panels

**B.5 Staff and Supervision:**

The Contractor shall provide all supervision, labor, material, equipment to perform the scope of work including daily Project Management/Project Supervision.  
 Project Manager  
 Superintendent

**B.6 Deliverables:**

In addition, the Contractor shall also provide the following deliverables:  
 Hard copies and electronic copies shall be submitted to the Project Manager.  
 The Contractor shall provide submittals to the Project Manager (PM) as indicated in the Drawings, Specifications, and/or Statement of Work to the District for its review and approval prior to proceeding with the work.

<b>Item</b>	<b>Format</b>	<b>Due Date</b>
Contingency Plan	One (1) electronic copy	Within five (5) calendar days of executed NTP
Revised CPM Project Schedule	One (1) electronic copy	Within five (5) calendar days of executed NTP
Proposed Finish Schedule	One (1) electronic copy	Within five (5) calendar days of executed NTP
Proposed FF & E Schedule	One (1) electronic copy	Within five (5) calendar days of executed NTP
Proposed Keying and Hardware Schedule	One (1) electronic copy Two (2) hard copies	Within five (5) calendar days of executed NTP
Submittals	One (1) electronic copy Two (2) hard copies	As required

**B.7 Conformance with Laws:**

It shall be the responsibility of the Contractor to perform the Agreement in conformance with the Department’s Procurement Regulations (27 DCMR § 4700 *et seq.*) and all statutes, laws, codes,

ordinances, regulations, rules, requirements and orders of governmental bodies, including, without limitation, the U.S. Government and the District of Columbia government; and it is the sole responsibility of the Contractor to determine the Department's procurement regulations, statutes, laws, codes, ordinances, regulations, rules, requirements and orders that apply and their effect on the Contractor's obligations thereunder.

### **B.7.1 Living Wage Act**

The Living Wage Act is applicable to this Contract. As such, the Contractor and its subcontractors shall comply with the wage and reporting requirements imposed by that Act (Attachment I).

### **B.7.2 Davis-Bacon Act**

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

### **B.7.3 Apprenticeship Act**

The Apprenticeship Act shall comply with this contract and the Contractor and all of its trade subcontractors shall be required to comply with that act. In addition, thirty-five percent (35%) of all apprentice hours worked on the Project shall be worked by District residents.

### **B.8 Licensing, Accreditation and Registration:**

The Contractor and all of its subcontractors shall comply with all applicable District of Columbia, state and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract.

### **B.9 Standard Contract Provisions:**

The Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects (Revised March 2011) are hereby incorporated into this RFP.

## **Attachment A2 - Drawings**

## MPD 5D Detective Office Demolition Plan



1200 19th Street NW  
Washington, DC 20036  
ph:202.469.7600 | f:202.469.7699

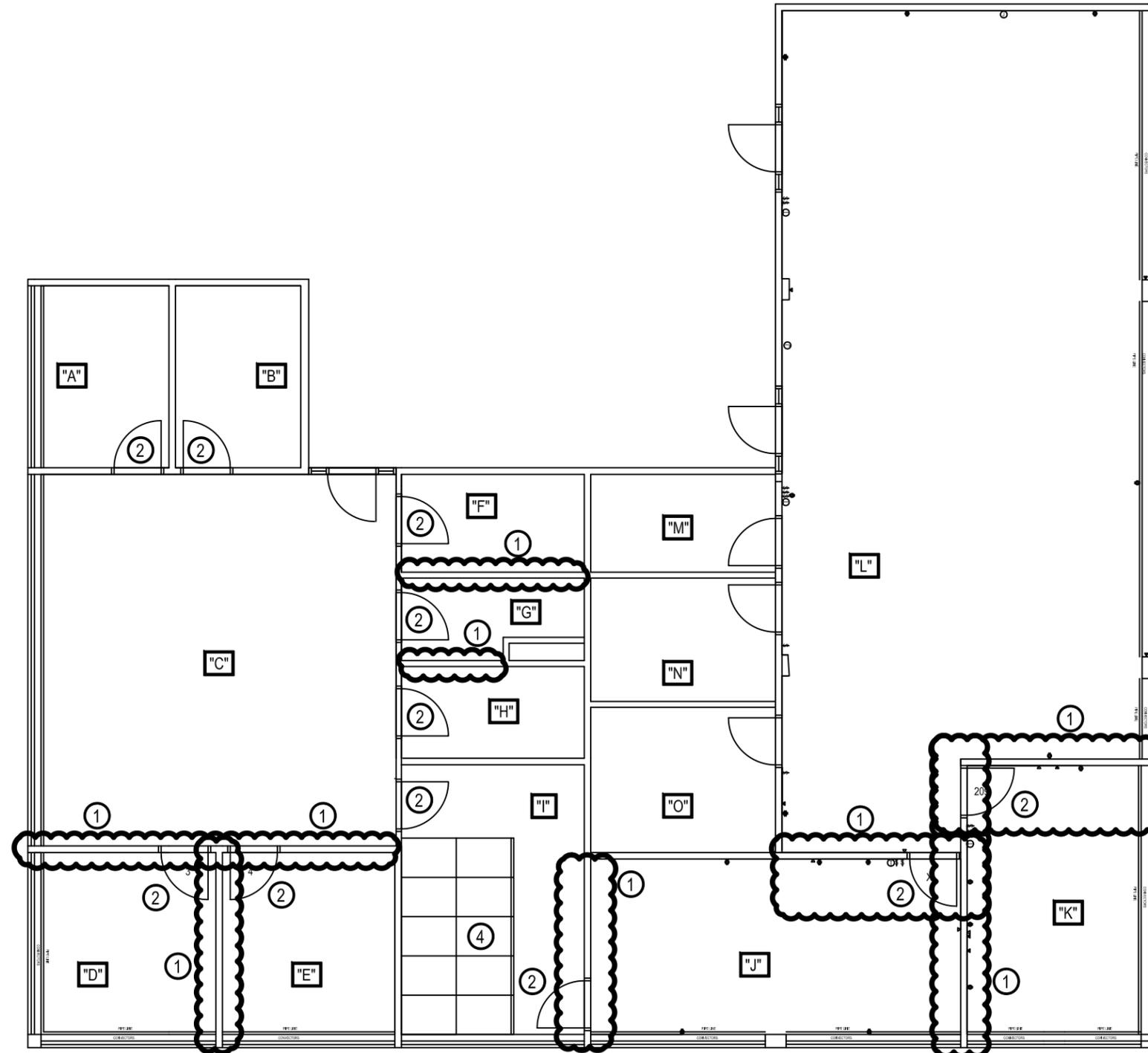
2923 Lord Baltimore Drive  
Baltimore, Maryland 21244  
ph:410.265.5600 | f:410.265.5699

Three James Center  
1051 East Cary Street | Suite 101  
Richmond, Virginia 23219  
ph:804.343.0788 | f:804.343.0789

324 Southport Circle | Suite 101  
Virginia Beach, Virginia 23452  
ph:757.201.3547 | f:757.201.3551

**DRAWING SYMBOL LEGEND:**

- ① DEMO WALL AND ASSOCIATED WIRING BACK TO PANEL
- ② DEMO EXISTING DOOR(S) , FRAME, AND HARDWARE
- ③ DEMO EXISTING SURFACE MOUNTED ELECTRIC AND VOICE DATA CONDUIT AND WIRE BACK TO PANEL
- ④ DEMO EXISTING ROLLING FILE CABINET SYSTEM AND RAILS



PROJECT INFORMATION:  
MPD  
5TH DISTRICT

WASHINGTON, DC  
SEAN MCCARTHY  
202-727-4368

DRAWING PHASE:  
FINAL

FLOOR/AREA IDENTIFICATION:

KEY PLAN:

THIS DRAWING IS FOR FURNITURE  
INSTALLATION ONLY. THIS DRAWING  
IS NOT FOR BUILDING CONSTRUCTION

SUBMITTALS:  
NO. DATE DESCRIPTION

R04: 05.20.15

SALESPERSON:  
PK

DESIGNER: MAGN DWG CREATED: May 26, 2015

A & D Firm/BASE PLAN PROVIDED BY:

CLIENT APPROVAL (SIGNATURE REQUIRED):  
X

DATE:

SHEET TITLE:  
COMPONENT PLAN

DRAWING FILE NAME:  
MPD - 5D - DETECTIVE OFFICES v5.dwg

MOI PROJECT NUMBER:  
215833GP01

SUB PROJECT NUMBER: SCALE:  
1/4"=1'-0"

SHEET NUMBER:

**F-00**

PLOT DATE/TIME/PATH:

## MPD 5D Detective Office- Desk Power Plan



## MPD 5D Detective Office- New Work Plan



## MPD 5D Locker and Bathroom – Demo Plan

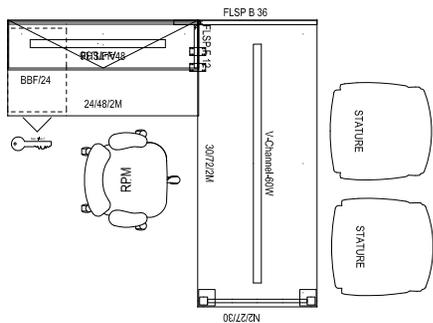


## MPD 5D Locker and Bathroom – New Work Plan



## MPD 5D Furniture Drawings

SHOWN WITH NO SCREEN OR MODESTY  
SHOWN WITH STATURE CHAIRS



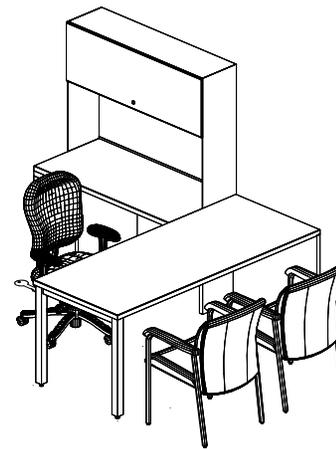
TYPICAL C

SCALE: 1/4"=1'0"

ISOMETRIC VIEW

APPROVAL: **X**

DATE: \_\_\_\_\_



TYPICAL C

SCALE: NTS

ISOMETRIC VIEW



PROJECT INFORMATION:  
MPD5

SHEET TITLE:  
TYPICAL C

DRAWING FILE NAME:  
215833GP01-104-MAGN-MPD5-R04.dwg

DRAWING PHASE:  
TYPICAL

FLOOR/AREA IDENTIFICATION

A & D Firm/BASE PLAN PROVIDED BY:

SUBMITTALS:  
NO.-DATE-DESCRIPTION-BY

PROJECT NUMBER:

SUB PROJECT NUMBER:

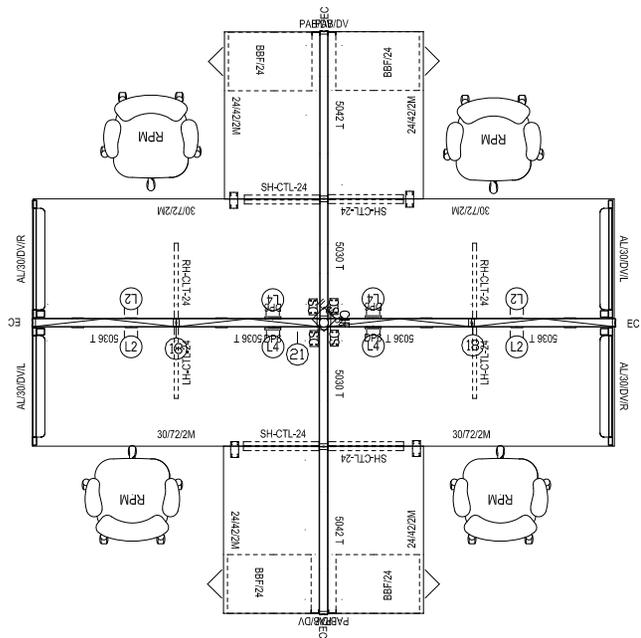
SALESPERSON:  
PK

DESIGNER: MAGN  
CREATED: 5/20/15

SCALE:  
AS NOTED

SHEET NUMBER:

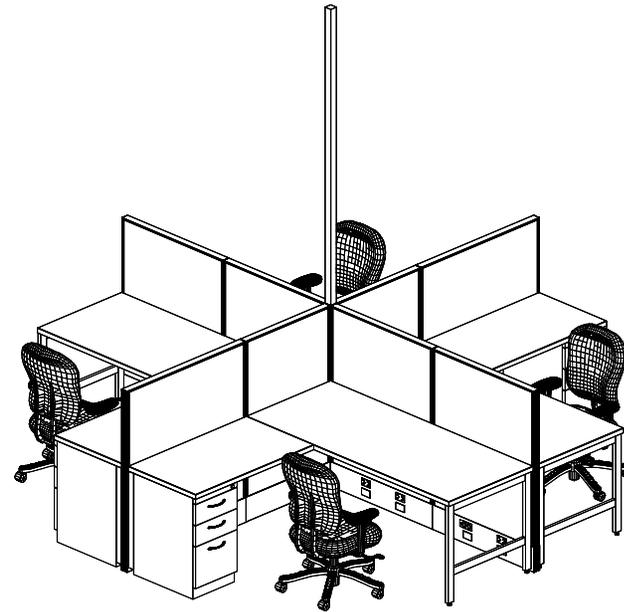
**C**



**TYPICAL 4 PACK**

SCALE: 1/4"=1'0"

ISOMETRIC VIEW



**TYPICAL 4 PACK**

SCALE: NTS

ISOMETRIC VIEW

APPROVAL: **X**

DATE: \_\_\_\_\_



PROJECT INFORMATION:

SHEET TITLE:

TYPICAL 4 PACK

DRAWING FILE NAME:

215833GP01-104-MAGN-MPD5-R04.dwg

DRAWING PHASE:

TYPICAL

FLOOR/AREA IDENTIFICATION

A & D Firm BASE PLAN PROVIDED BY:

SUBMITTALS:

NO.-DATE-DESCRIPTION-BY

PROJECT NUMBER:

SUB PROJECT NUMBER:

SALESPERSON:

PK

DESIGNER:

MAGN

CREATED:

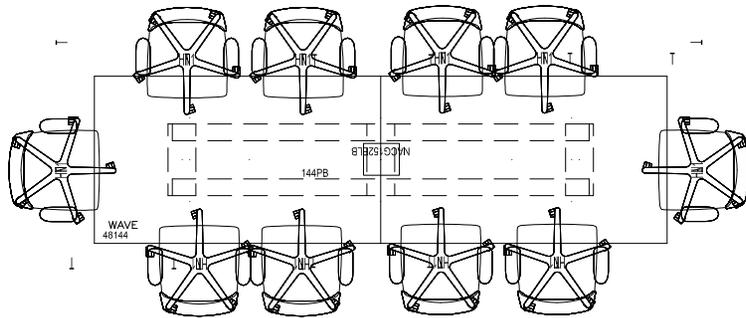
5/20/15

SCALE:

AS NOTED

SHEET NUMBER:

**4PK**



**CONFERENCE ROOM**

SCALE: 1/4"=1'-0" ISOMETRIC VIEW

APPROVAL: **X**

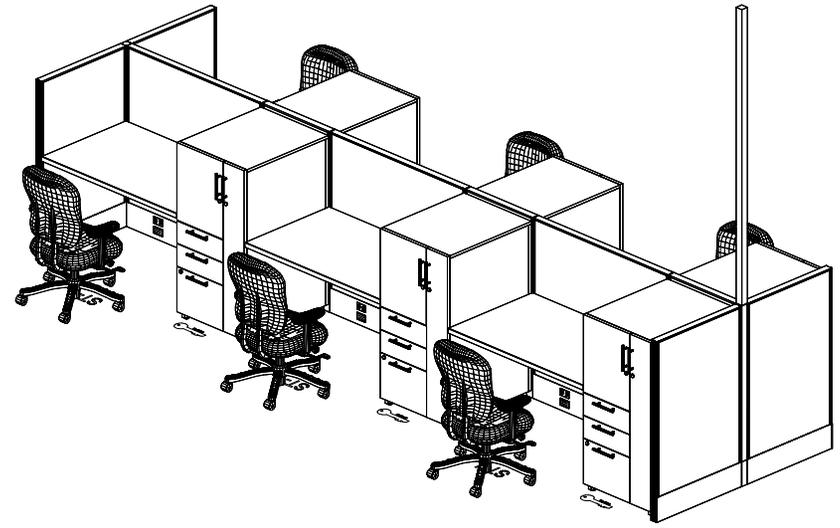
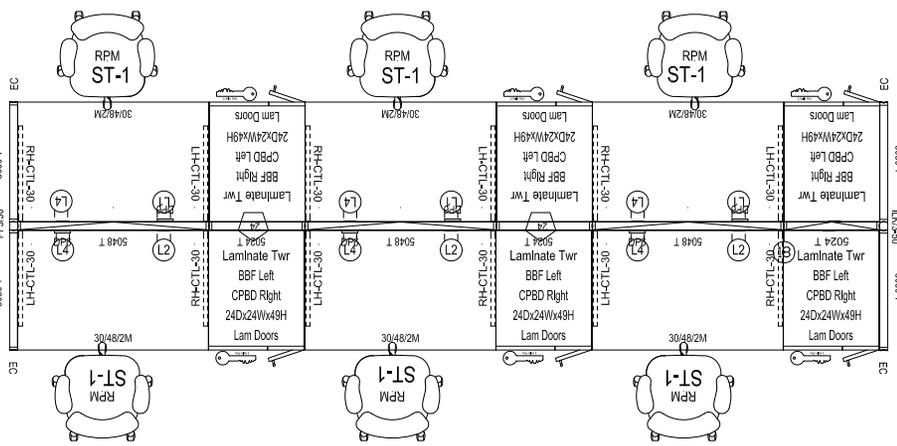
DATE: \_\_\_\_\_



**CONFERENCE ROOM**

SCALE: NTS ISOMETRIC VIEW

	<b>PROJECT INFORMATION:</b> MPD5	<b>SHEET TITLE:</b> CONFERENCE ROOM	<b>DRAWING FILE NAME:</b> 215833GP01-104-MAGN-MPD5-R04.dwg	<b>SUBMITTALS:</b> NO.-DATE-DESCRIPTION-BY	<b>PROJECT NUMBER:</b>	<b>SCALE:</b> AS NOTED
	_____	_____	<b>DRAWING PHASE:</b> TYPICAL	<b>FLOOR/AREA IDENTIFICATION</b>	<b>SUB PROJECT NUMBER:</b>	<b>SHEET NUMBER:</b> <b>CONF</b>
May 22, 2015   11:54am   C:\MAGNOLIA SPEC PROJECTS\MOI PROJECTS\215833GP01-104-MPD\DRAWINGS\215833GP01-104-MAGN-MPD5-R04.dwg	<b>A &amp; D Firm/BASE PLAN PROVIDED BY:</b>	<b>DESIGNER:</b> MAGN	<b>CREATED:</b> 5/20/15	<b>SALESPERSON:</b> PK	<b>DESIGNER:</b> MAGN	<b>CREATED:</b> 5/20/15



**TYPICAL F-1**

SCALE: 1/4"=1'0"

ISOMETRIC VIEW

**TYPICAL F-1**

SCALE: NTS

ISOMETRIC VIEW

APPROVAL: **X**

DATE: \_\_\_\_\_



PROJECT INFORMATION:  
MPD5

SHEET TITLE:  
TYPICAL F-1 6-PACK

DRAWING FILE NAME:  
215833GP01-104-MAGN-MPD5-R04.dwg

DRAWING PHASE:  
TYPICAL

FLOOR/AREA IDENTIFICATION

A & D Firm/BASE PLAN PROVIDED BY:

SUBMITTALS:  
NO.-DATE-DESCRIPTION-BY

PROJECT NUMBER:

SUB PROJECT NUMBER:

SALESPERSON:  
PK

DESIGNER:  
MAGN

CREATED:  
5/20/15

SCALE:  
AS NOTED

SHEET NUMBER:  
**F-1**

## **Attachment A3 - Finishes**

Tag	Description	Manufacturer	Name	Model #	Color	Sheen	Website Link	Comments
1	Mirrors (Sm. Single)	Bobrick	Bobrick	B-165 + 1830	Stainless Steel	N/A	<a href="#">Link</a>	Above single sink application
2	Mirrors (Sm. Single) - HC	Bobrick	Bobrick	B-2935 + 1830	Stainless Steel	N/A	<a href="#">Link</a>	Above single sink application
3	Mirrors (Full Length)	Bobrick	Bobrick	B-165 + 2460	Stainless Steel	N/A	<a href="#">Link</a>	End of locker or bathroom wall application
4	Mirror (Lg. Above Countertop)	N/A	N/A	N/A	N/A	N/A	<a href="#">Link</a>	1/4" thickness
5	Door Frame (Metal)	Ceco Door	N/A	Per Wall Type	N/A	N/A	<a href="#">Link</a>	
6	Door (Metal)	Ceco Door	Imperial Maxim	1 3/4" - 18 gage steel	N/A	N/A	<a href="#">Link</a>	
7	Door Hardware	Schlage	ND Series	Match Existing	Match Existing	Match Existing	<a href="#">Link</a>	SCI Keyways
8	Drop Ceiling Grid	Armstrong	Prelude ML	7302	White	N/A	<a href="#">Link</a>	15/16" Tee; 12" Main Lengths
9	Drop Ceiling Tile (Lockers/Bath)	Armstrong	Dune	1773	White	N/A	<a href="#">Link</a>	Square lay-in tile Made for humid locations (bath/showers) All are humiguard protected
10	Drop Ceiling Tile (Office)	Armstrong	Dune	1773	White	N/A	<a href="#">Link</a>	
11	Paint: Wall/Ceiling	Sherwin Williams	Harmony Zero VOC	Acrylic Latex	Antique White - SW6119	Semi-gloss	<a href="#">Link</a>	
12	Paint: Metal Doors & Frame	Sherwin Williams	ProMar	200 Series Alkyd	Battleship Gray - SW5452	Semi-gloss	<a href="#">Link</a>	
13	VCT	Armstrong	Standard Excelon Imperial Texture	51904	Sterling	N/A	<a href="#">Link</a>	Cleaning and sealing per manufacturer's instructions to be included in bid.
14	4" Cove Base	Johnsonite	Traditional with Toe Profile	#40	Black*	*Match existing	<a href="#">Link</a>	*Match existing color and height
15	Carpet Tile	Mohawk	Lees	Blurred Lines	Modify 979	N/A	<a href="#">Link</a>	
16	Ceramic Tile	Daltile	Match Existing	Match Existing	Match Existing	Match Existing	<a href="#">Link</a>	Match Existing
17	Quarry Tile	Metropolitan Ceramics	Clear Tones	Quarry Basics	Match Existing	Unglazed	<a href="#">Link</a>	
18	Gym Rubber Flooring	Encore	Everlast	Classic Collection	EL02 Grippin Gray		<a href="#">Link</a>	
19	Countertop	Dupont	Corian	TBD	TBD	N/A	<a href="#">Link</a>	
20	Caulking	GE	GE Silicone II	5040	Clear	N/A	<a href="#">Link</a>	
21	Toilet Partitions	Bobrick	DuraLine	1080	TBD	N/A	<a href="#">Link</a>	Ceiling Mounted
22	Toilet Partitions (Hardware)	Bobrick	DuraLine	1080	TBD	N/A	<a href="#">Link</a>	
23	Urinal Partitions	Bobrick	DuraLine	1080	TBD	N/A	<a href="#">Link</a>	
24	Shower Partitions	Bobrick	DuraLine	1080	TBD	N/A	<a href="#">Link</a>	
25	Hand Soap Dispenser	Kimberly-Clark	Electric Cassette Sin Care Dispenser	11329	Brushed Metallic	N/A	<a href="#">Link</a>	
26	Hand Towel Dispenser	Kimberly-Clark	Compact Hard Roll Towel Dispenser	36034	Brushed Metallic	N/A	<a href="#">Link</a>	
27	Toilet Paper Dispenser	Georgia Pacific	Jumbo Jr. Bathroom Tissue Dispenser	59448	Stainless Steel	N/A	<a href="#">Link</a>	
28	Toilet Seat Cover Dispenser	Georgia Pacific	Safe-T-Gard 1/2 Fold Seatcover Dispenser	57725	Stainless Steel	N/A	<a href="#">Link</a>	
29	Surface Mounted Napkin/Tampon Vender	Brobrick	Classic Series	B-2706 50	Satin Finish	N/A	<a href="#">Link</a>	
30	Surface Mounted Sanitary Napkin Disposal	Brobrick	Classic Series	B-254	Satin Finish	N/A	<a href="#">Link</a>	
31	Trash Can	Uline	Office	H-1384	Black	N/A	<a href="#">Link</a>	
32	Recycle Can	Uline	Office	S-13527	Green	N/A	<a href="#">Link</a>	
33	Window Shades (Manual)	Mecho	Urban Shade	1500 Series	White	N/A	<a href="#">Link</a>	With fascia
34	White Board	Claridge	800 Series	822L	White LCS	N/A	<a href="#">Link</a>	4' x 6'
35	Tack Board	Claridge	800 Series	852CC	Gray	N/A	<a href="#">Link</a>	4' x 6'
36	Schedule Board	Claridge	Revere Series	4120BCC	Gray	N/A	<a href="#">Link</a>	
37	Toilet & Manual Flush Valve Combo	American Standard	Afwall	2856.016	White	N/A	<a href="#">Link</a>	Wall Mounted EverClean Toilet with Exposed Manual Flush Valve System. GC to provide matching toilet seat.
38	Urinal & Manual Flush Valve Combo	American Standard	Washbrook	6501.511	White	N/A	<a href="#">Link</a>	Wall Mounted EverClean urinal with Exposed Manual Flush Valve System.
39	Sink (Wall Mount)	American Standard	Regalyn	4869008.02	White	N/A	<a href="#">Link</a>	8" centers, 20" x 18"
40	Sink (Undermount)	Kohler	Iron Plains	K-5400-0	White	N/A	<a href="#">Link</a>	
41	Sink Faucets (Wall Mount and Undermount)	Elkay	Commercial Faucet	LK804CF06T4	Chrome Plated Brass	N/A	<a href="#">Link</a>	
42	Sink Faucets (Drain)	Kohler	Drain	K-7107-CP	Chrome	N/A	<a href="#">Link</a>	
45	Shower Trim (Mixing Valve, Handle, Head)	Delta	Classic Monitor 13	132900	Chrome	N/A	<a href="#">Link</a>	GC to be responsible for ensuring compatibility with existing plumbing systems before full demolition.
46	2' x 2' Drop Ceiling Light	Econolight	3400 Lumen, 39 Watt Warm White 2x2 LED Lay-In Troffer	E-TR22L393U	White	N/A	<a href="#">Link</a>	
47	2' x 4' Drop Ceiling Light	Econolight	4500 Lumen, 50 Watt Warm White 2x4 LED Lay-In Troffer	E-TR24L	White	N/A	<a href="#">Link</a>	
48	1' x 4' Drop Ceiling Light	Econolight	3500 Lumen, 38 Watt Warm White 1x4 LED Lay-In Troffer	E-TR14L383U	White	N/A	<a href="#">Link</a>	
49	1' x 4' Surface Mounted Light	Lithonia	Acrylic Prismatic Diffuser	5B2	White	N/A	<a href="#">Link</a>	
50	4' Light Bulbs	Phillips	Fluorescent	46677409258	Cool White	N/A	<a href="#">Link</a>	32w T8 bulb
51	Wall Switch Sensor	Sensor Switch	WSD	WSD PDT	White	N/A	<a href="#">Link</a>	Switch to have minimum of 30 min timer
52	3-way Wall Switch Sensor	Sensor Switch	WSD	WSD PDT-LV	White	N/A	<a href="#">Link</a>	Switch to have minimum of 30 min timer
53	Ceiling Motion Sensor	Sensor Switch	WSD	CM PDT 10	White	N/A	<a href="#">Link</a>	Sensor to have minimum of 30 min timer

**Attachment B - Form of Offer Letter**

[Contractor’s Letterhead]

[Insert Date]

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

Reference: Requests for Proposals DCAM-15-CS-0148  
MPD 5th District Headquarters Renovation

Dear Mr. Kayne:

On behalf of [INSERT NAME OF OFFEROR] (the “Offeror”), I am pleased to submit this proposal in response to the Department of General Services’ (the “Department” or “DGS”) Requests for Proposals (the “RFP”) for the 5th District Headquarters Renovation. The Offeror has reviewed the RFP and the attachments thereto, any addenda thereto, and the proposed Form of Contract (collectively, the “Bid Documents” or “Contract Documents”) and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit its proposal in response to the RFP. The Offeror’s proposal and the Lump Sum Price are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents. (Collectively, the proposal and the Lump Sum Price are referred to as the “Offeror’s Bid”.)

The Offeror’s Bid is as follows:

<b>CLIN</b>	<b>DESCRIPTION</b>	<b>Lump Sum Price w/ Allowances 1, 2 and 3</b>
<b>001</b>	Provide all labor, materials, supervision, and other services necessary for the renovation of MPD’s 5th District Headquarters Renovation as described in the Scope of Work (Attachment A1), Project Drawings (Attachment A2) and Project Finishes Schedule (Attachment A3)	\$_____
	<b>Allowances 1, 2 and 3</b>	\$___ 20,000.00 ___
	<b>Lump Sum Price w/ Allowances 1, 2 and 3</b>	\$_____

**LUMP SUM PRICE w/ ALLOWANCES 1, 2 and 3 IN WORDS:**

---

The Offeror shall submit a completed Price Breakdown Form (Exhibit 1), providing the price for each Division Component. The sum of all the prices for each Division Component must equal the Lump Sum Price for CLIN 001. In the event of discrepancies between or among the Lump Sum Price and the Price Breakdown of each Division Component, the Lump Sum Price shall control.

The Offeror acknowledges and understands that the Lump Sum Price is a firm, fixed price and intended to be Offeror's sole compensation for the services required under the contract and should include sufficient funding for all of the Offeror's costs associated to successfully complete the work. Failure to submit complete the Price Breakdown for CLIN 001 shall not to any extent qualify the Offeror's commitment to complete the entire project at the above stated Lump Sum Price. The District may use the Price Breakdown as a guide during contract administration.

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

1. The Offeror agrees to hold its proposal open for a period of at least one hundred twenty (120) days after the RFP closing date.
2. Assuming the Offeror is selected by the Department and subject only to the changes requested in paragraph 5, the Offeror agrees to enter into a contract with the Department on the terms and conditions described in the Bid Documents within ten (10) days of the notice of the award.
3. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Offeror to the terms of the Offeror's proposal. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror's proposal.
4. The Offeror and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a proposal in response to the RFP in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a proposal in response to the RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.
5. The Offeror's proposal is subject to the following requested changes to the Form of Contract: [INSERT REQUESTED CHANGES. OFFERORS ARE ADVISED THAT THE CHANGES SO IDENTIFIED SHOULD BE SPECIFIC SO AS TO PERMIT THE DEPARTMENT TO EVALUATE THE IMPACT OF THE REQUESTED CHANGES IN ITS REVIEW PROCESS. GENERIC STATEMENTS, SUCH AS "A MUTUALLY ACCEPTABLE CONTRACT" ARE NOT ACCEPTABLE. OFFERORS ARE FURTHER ADVISED THAT

THE DEPARTMENT WILL CONSIDER THE REQUESTED CHANGES AS PART OF THE EVALUATION PROCESS.

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

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

Sincerely,

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

**Exhibit 1 - Price Breakdown Form**

<b>CLIN001 – Metropolitan Police Department (MPD) 5th District Locker Room Renovations</b>		
<b>DIVISION NO.</b>	<b>DESCRIPTION</b>	<b>DIVISION COST</b>
Div. 01	General Requirements	
Div. 02	Existing Conditions (incl. abatement/demo)	
Div. 03	Concrete	
Div. 04	Masonry	
Div. 05	Metals	
Div. 06	Woods and Plastics	
Div. 07	Thermal and Moisture Protection	
Div. 08	Openings	
Div. 09	Finishes	
Div. 10	Specialties	
Div. 11	Equipment	
Div. 12	Furnishings	
Div. 13	Special Construction	
Div. 14	Conveying Systems	
Div. 21	Fire Suppressions	
Div. 22	Plumbing	
Div. 23	Heating, Ventilation and Air Conditioning	
Div. 26	Electrical	
Div. 27	Communications	
Div. 28	Electronic Safety and Security	
Div. 31	Earthwork	
Div. 32	Exterior Improvements	
Div. 33	Utilities	
	<b>Lump Sum Price:</b>	\$ _____
Allowance 1	Additional Above Ceiling Demolition	\$10,000.00
Allowance 2	Signage	\$2,000.00
Allowance 3	Duct Cleaning	\$8,000.00
	<b>Total Lump Sum Price (CLIN 001 + Allowances 1, 2 and 3):</b>	\$ _____

**Attachment C - Disclosure Statement**

**Attachment C -Disclosure Statement**

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

- A. D.C. Department of General Services
  - Jonathan Kayne Interim Director
  - Latrena Owens Chief of Staff
  - Camille Sabbakhan General Counsel
  - Jeff Bonvechio Deputy Director,  
Capital Construction

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

---

---

---

---

---

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

OFFEROR:

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment D - Tax Affidavit**

**Attachment D**

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**

**Office of the Chief Financial Officer**

**Office of Tax and Revenue**



**TAX CERTIFICATION AFFIDAVIT**

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

**Date**

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

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

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

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

**Signature of Authorizing Agent**

**Title**

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

**Attachment E - Davis-Bacon Wage Rate**

General Decision Number: DC150002 07/17/2015 DC2

Superseded General Decision Number: DC20140002

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

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

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/09/2015
2	02/20/2015
3	03/06/2015
4	04/03/2015
5	05/08/2015
6	05/22/2015
7	06/26/2015
8	07/03/2015
9	07/17/2015

ASBE0024-007 10/01/2013

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 33.13	13.76

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

-----  
ASBE0024-008 10/09/2013

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER.....	\$ 20.86	5.46

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

mechanical systems

-----  
ASBE0024-014 10/01/2013

	Rates	Fringes
FIRESTOPPER.....	\$ 26.06	5.90

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

-----  
BRDC0001-002 05/03/2015

	Rates	Fringes
BRICKLAYER.....	\$ 30.36	9.69

-----  
CARP0132-008 05/01/2013

	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Soft Floor Laying-Carpet.....	\$ 26.81	8.13
PILEDRIVERMAN.....	\$ 26.62	8.15

-----  
CARP1831-002 04/01/2013

	Rates	Fringes
MILLWRIGHT.....	\$ 31.59	8.58

-----  
ELEC0026-016 11/03/2014

	Rates	Fringes
ELECTRICIAN, Includes Installation of HVAC/Temperature Controls.....	\$ 42.40	14.97

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

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

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

bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).

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

-----  
ELEV0010-001 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 41.09	28.385+a+b

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

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

-----  
IRON0005-005 06/01/2015

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	\$ 30.65	18.135

-----  
IRON0201-006 05/01/2015

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 27.50	18.58

-----  
\* LABO0657-015 06/01/2015

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

FOOTNOTE: Potmen, power tool operator, small machine operator, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinning, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipe layers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type of work, carpenter tenders, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers and other machines that do the same general type of work, whether

powered by air, electric or gasoline, builders of trestle scaffolds over one tier high and sand blasters, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen, stake jumper, demolition.

-----  
MARB0002-004 05/01/2014

	Rates	Fringes
MARBLE/STONE MASON.....	\$ 34.18	15.63

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

-----  
MARB0003-006 05/01/2014

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 26.28	10.00

-----  
MARB0003-007 05/01/2014

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 21.48	9.08

-----  
MARB0003-008 05/01/2014

	Rates	Fringes
TILE SETTER.....	\$ 26.28	10.00

-----  
MARB0003-009 05/01/2014

	Rates	Fringes
TILE FINISHER.....	\$ 21.48	9.08

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

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

-----  
PAIN0051-015 06/01/2014

	Rates	Fringes
PAINTER		
Brush, Roller, Spray and Drywall Finisher.....	\$ 24.89	9.05

-----

PLAS0891-005 07/01/2013

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

PLAS0891-006 02/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 27.15	9.61

PLAS0891-007 08/01/2014

	Rates	Fringes
FIREPROOFER		
Handler.....	\$ 16.50	4.24
Mixer/Pump.....	\$ 18.50	4.24
Sprayer.....	\$ 23.00	4.24

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

PLUM0005-010 08/01/2014

	Rates	Fringes
PLUMBER.....	\$ 38.92	16.35+a

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

PLUM0602-008 08/01/2014

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe Installation.....	\$ 38.24	19.42+a

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

ROOF0030-016 05/01/2015

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

ROOFER.....\$ 28.50 11.04

SFDC0669-002 04/01/2015

Rates Fringes

SPRINKLER FITTER (Fire Sprinklers).....\$ 32.40 18.12

SHEE0100-015 07/01/2015

Rates Fringes

SHEET METAL WORKER (Including HVAC Duct Installation).....\$ 39.79 16.77+a

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

SUDC2009-003 05/19/2009

Rates Fringes

LABORER: Common or General.....\$ 13.04 2.80

LABORER: Mason Tender - Cement/Concrete.....\$ 15.40 2.85

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

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

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

---

#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

=====

END OF GENERAL DECISION

**Attachment F - Bid Bond Form**

**Attachment F**

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**

<b>PROPOSAL BOND</b> (See Instructions on 2 <sup>nd</sup> page)	<b>Date Bond Executed:</b> (Must Not be Later Than Bid Opening Date)			
<b>PRINCIPAL (Legal Name and Address)</b>	<b>TYPE OF ORGANIZATION ("X")</b>			
	<input type="checkbox"/> <b>INDIVIDUAL</b>		<input type="checkbox"/> <b>PARTNERSHIP</b>	
	<input type="checkbox"/> <b>JOINT VENTURE</b>		<input type="checkbox"/> <b>CORPORATION</b>	
	<b>STATE OF INCORPORATION</b>			
<b>SURETY(IES) (Name(s) and Address(es))</b>	<b>PENAL SUM OF BOND</b>			
	<b>AMOUNT NOT TO EXCEED</b>			<b>5% OF BID</b>
	<b>MILLION(S)</b>	<b>THOUSAND(S)</b>	<b>HUNDRED(S)</b>	<b>CENTS</b>
	<b>PROPOSAL IDENTIFICATION</b>			
	<b>PROPOSAL CLOSING DATE</b>		<b>REQUEST FOR PROPOSAL NO.</b>	

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto are firmly bound to the District of Columbia Government, a municipal corporation, hereinafter called "the District", in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, jointly and severally; Provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action against any or all of us, and for all other purposes each Surety bonds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the bid identified above. NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the receipt of the same, or, no period be specified, within ninety (90) calendar days after said receipt, and shall within the period specified therefore, or, if no period be specified, within ten (10) calendar days after being called upon to do so, furnish Performance & Payment Bonds with good and sufficient surety, as may be required, for the faithful performance and proper fulfillment of the Contract, and for the protection of all persons supplying labor and material in the prosecution of the work provided for in such Contract or, in the event of withdrawal of said bid, within the period specified, or the failure to furnish such bond within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue. Each Surety executing this bond hereby agrees that its obligation shall not be impaired by extension(s) of time for acceptance of the bid that the Principal may grant to the District, notice of which extension(s) to Surety (ies) being hereby waived: Provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

IN WITNESS WHEREOF, the Principal and Surety (ies) have executed this bid bond and have affixed their seals on the date set forth above.

<b>PRINCIPAL</b>		
<b>1. SIGNATURE</b>	<b>1. ATTEST</b>	<b>Corporate Seal</b>
Seal		
<b>Name &amp; Title (typed)</b>	<b>Name &amp; Title (typed)</b>	
<b>2. SIGNATURE</b>	<b>2. ATTEST</b>	<b>Corporate Seal</b>
Seal		
<b>Name &amp; Title (typed)</b>	<b>Name &amp; Title (typed)</b>	

## CERTIFICATE AS TO CORPORATION

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

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

### SURETY(IES)

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

### INSTRUCTIONS

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

**Attachment G - Bid Guaranty Certification**

**Certification Letter for Cashier’s Check or Irrevocable Letter of Credit**

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

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

District of Columbia) ss:

On the \_\_\_\_ day of \_\_\_\_\_, 2015, before me, a notary public in and for the District of Columbia, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be \_\_\_\_\_ of \_\_\_\_\_, and that he/she as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

\_\_\_\_\_

Notary Public  
My Commission Expires: \_\_\_\_\_

**Attachment H - Subcontracting Plan Form**



## SBE SUBCONTRACTING PLAN

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

**SUBMISSION OF SBE SUBCONTRACTING PLAN:**

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

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

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

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

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

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

✓ all that applies, Company is:

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

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

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

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

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

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

**AGENCY SOLICITATION**

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

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

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

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

**PRIVATE PROJECT**

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

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

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

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

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

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



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

**SBE/ CBE SUBCONTRACTOR INFORMATION:** *(For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount **including total design and build costs**) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)*

SBE/ CBE Company	Address/Telephone No./ Email	Subcontractor Tier (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , etc.)	Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES
_____	_____	<u>Select Tier</u>	_____

Period of subcontract: _____ Price to be paid to the SBE/CBE Subcontractor: \$_____	SBE/ CBE Point of Contact Name: _____ Title: _____ Telephone Number: _____ Email Address: _____
<i>✓all that applies, Subcontractor is:</i> <input type="checkbox"/> a SBE <input type="checkbox"/> a CBE <input type="checkbox"/> CBE Certification #: _____ <input type="checkbox"/> SBE/CBE will perform the ENTIRE subcontract with its own organization and resources <input type="checkbox"/> SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)	

**SBE/ CBE SUBCONTRACTOR INFORMATION:** *(For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount **including total design and build costs**) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)*

SBE/ CBE Company	Address/Telephone No./ Email	Subcontractor Tier (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , etc.)	Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES
_____	_____	<u>Select Tier</u>	_____

Period of subcontract: _____ Price to be paid to the SBE/CBE Subcontractor: \$_____	SBE/ CBE Point of Contact Name: _____ Title: _____ Telephone Number: _____ Email Address: _____
<i>✓all that applies, Subcontractor is:</i> <input type="checkbox"/> a SBE <input type="checkbox"/> a CBE <input type="checkbox"/> CBE Certification # _____ <input type="checkbox"/> SBE/CBE will perform the ENTIRE subcontract with its own organization and resources <input type="checkbox"/> SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)	

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

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

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

**Complete additional copies as needed.**



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

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

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

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

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

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

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

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

**Attachment I - 2015 Living Wage Act Notice and Fact Sheet**



## **LIVING WAGE ACT FACT SHEET**

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

**Effective January 1, 2015, the living wage rate is \$13.80 per hour.**

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

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

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

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District’s current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;
3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
4. Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act;
6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as full-time student, as defined by the respective institution, who is in high school or at an accredited

institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act;

7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District of Columbia;
8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (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 persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code §44-501); provided however, that a home care agency, a community residence facility, or a group home for persons with intellectual disabilities shall not be required to pay a living wage until implementing regulations are published in the D.C. Register and any necessary state plan amendments are approved; and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

## **Enforcement**

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

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

If you believe that your employer is subject to this law and is not paying you at least the current living wage, you may file a complaint with the DOES Office of Wage – Hour, located at 4058 Minnesota Avenue, NE, Fourth Floor, Washington, DC 20019, call (202) 671-1880, or file your claim on-line: [does.dc.gov](http://does.dc.gov). Go to “File a Claim” tab.

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

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

# **“THE LIVING WAGE ACT OF 2006”**

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

Recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage.

**Effective January 1, 2015, the living wage rate is \$13.80.**

## **The requirement to pay a living wage applies to:**

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

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

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

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

**Certain exceptions apply** where contracts are subject to higher wage level determinations required by federal law; contracts delivered by regulated utility; contracts for services needed immediately to prevent or respond to a disaster or imminent threat to the public health or safety declared by the Mayor; contracts awarded to recipients that provide trainees with additional services provided the trainee does not replace employees; tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; Medicaid provider agreements for direct care services to Medicaid recipients, however, a home care agency, a community residential facility or a group home for persons with intellectual disabilities shall not be required to pay a living wage until implementing regulations are published in the D.C. Register and any necessary state plan amendments are approved; and contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

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

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

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

**For the complete text of the Living Wage Act of 2006 go to D.C. Official Code §§ 2-220.01-.11**

**To file a claim, visit: Department of Employment Services , Office of Wage-Hour, 4058 Minnesota Avenue, NE, Fourth Floor, Washington, D.C. 20019; call: (202) 671-1880; or file your claim on-line: [does.dc.gov](http://does.dc.gov). Go to “File a Claim” tab.**

**Attachment J - First Source Agreement Form**



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



**GOVERNMENT-ASSISTED PROJECT/CONTRACT INFORMATION**

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

**EMPLOYER INFORMATION**

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

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

**I. DEFINITIONS**

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

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

B. **Beneficiary** means:

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

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

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

District vocational rehabilitation program;

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

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

## II. GENERAL TERMS

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

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

### **III. TRAINING**

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

Training Agreement.

#### **IV. RECRUITMENT**

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

#### **V. REFERRAL**

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

#### **VI. PLACEMENT**

- A. EMPLOYER shall in good faith, use reasonable efforts to select its new hires or employees from among the qualified applicants referred by DOES. All hiring decisions are made by the EMPLOYER.
- B. In the event that DOES is unable to refer qualified applicants meeting the EMPLOYER'S established qualifications, within 7 business days (Monday - Friday) from the date of notification from the EMPLOYER, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. The EMPLOYER will still be required to meet the hiring or hours worked percentages for all new jobs created by the Project.

- C. After the EMPLOYER has selected its employees, DOES is not responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

## **VII. REPORTING REQUIREMENTS**

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

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

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

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

good-faith effort to comply:

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

## **IX. MONITORING**

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

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

## **X. PENALTIES**

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

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

By:

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Associate Director for First Source  
Department of Employment Services  
4058 Minnesota Avenue, NE  
Third Floor  
Washington, DC 20019  
202-698-6284  
firstsource@dc.gov

\_\_\_\_\_  
Date

## EMPLOYMENT PLAN

NAME OF EMPLOYER: \_\_\_\_\_

ADDRESS OF EMPLOYER: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FEDERAL IDENTIFICATION NO.: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TYPE OF BUSINESS: \_\_\_\_\_

DISTRICT CONTRACTING AGENCY: \_\_\_\_\_

CONTRACTING OFFICER: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

TYPE OF PROJECT: \_\_\_\_\_ CONTRACT AMOUNT: \_\_\_\_\_

EMPLOYER CONTRACT AMOUNT: \_\_\_\_\_

PROJECT START DATE: \_\_\_\_\_ PROJECT END DATE: \_\_\_\_\_

EMPLOYER START DATE: \_\_\_\_\_ EMPLOYER END DATE: \_\_\_\_\_

**NEW JOB CREATION PROJECTIONS:** Please indicate ALL new position(s) your firm will create as a result of the Project. If the firm WILL NOT be creating any new employment opportunities, please complete the attached justification sheet with an explanation. Attach additional sheets as needed.

	JOB TITLE	# OF JOBS		SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
		F/T	P/T			
A						
B						
C						
D						
E						
F						
G						
H						
I						
J						
K						





**Attachment L – Past Performance Evaluation Forms**

**PAST PERFORMANCE EVALUATION FORM**  
(Check appropriate box)

**OFFEROR** \_\_\_\_\_

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

1. Name and Title of Evaluator: \_\_\_\_\_
2. Signature of Evaluator: \_\_\_\_\_
3. Name of Organization: \_\_\_\_\_
4. Telephone Number of Evaluator: \_\_\_\_\_  
E-mail address of Evaluator: \_\_\_\_\_
5. State type of service received: \_\_\_\_\_
6. State Contract Number, Amount and Period of Performance \_\_\_\_\_  
\_\_\_\_\_
7. Remarks on Excellent Performance: Provide data supporting this observation. Continue on separate sheet if needed)
8. Remarks on unacceptable performance: Provide data supporting this observation. (Continue on separate sheet if needed)

Please submit completed evaluation to [courtney.washington2@dc.gov](mailto:courtney.washington2@dc.gov)

**RATING GUIDELINES**

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

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