SOLICITATION, OFFER, AND AWARD

1. Market
Open Market with 35% SBE Subcontracting

2. Contract Number
3. Solicitation Number
DCPL-2016-R-0003

4. Type of Solicitation
Sealed Bid (IFB)

5. Date Issued
30-Oct-15

6. Requisition/Purchase Number

6a. Caption:
Design-Build Services for Renovation of the Palesides Neighborhood Branch Library

7. Issued By
District of Columbia Public Library
Office of Procurement @ MLK Library
901 G Street NW - Room 434
Washington, DC 20001

8. Address Offer To (If other than line 7)

SOLICITATION

9. Sealed bid in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in
See Number 7 Above
until 2:00 p.m. local time 10-Dec-15 (Hour) (Data)

CAUTION: Last Submission, Modifications and Withdrawals: See 12 DCMR Part 43 as applicable. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information
Contact
Diane Wooden
202-727-4800

C. E-mail Address
diane.wooden2@dcl.gov

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12. In compliance with the above, the undersigned agree, if this offer is accepted within 120 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

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

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated:

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<td>Name and Title of Person Authorized to Sign Offer/Contract</td>
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15B Telephone

16. Offer Date

AWARD (TO BE COMPLETED BY GOVERNMENT)

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

22. Award - DC OCP Form 201 not required

23. Submit Invoices to Address Shown In
   Item

24. Administered By (If other than Item 7)
   Code
   Reserved for future use

25. Offer Date

26. Name of Contracting Officer (Type or Pnn)
Diane Wooden

27. Government of the District of Columbia

28. Award Date

(Signature of Contracting Officer)
SOLICITATION NO. DCPL-2016-R-0003
DESIGN-BUILD SERVICES FOR RENOVATION OF THE PALISADES NEIGHBORHOOD BRANCH LIBRARY

SECTION A – HISTORY AND BACKGROUND

The District of Columbia Public Library ("DCPL") operates twenty-six (26) libraries throughout the District of Columbia. The main central library, the Martin Luther King Jr. memorial Library ("MLK Library"), is located at the corner of 9th and G Streets, N.W. The remaining branch libraries are scattered throughout the District. Over the past several years, DCPL has undertaken comprehensive renovations of and new construction of a number of the branch libraries as well as plans for the renovation of MLK Library. The Palisades Neighborhood Library ("Palisades"), one such branch library is the subject of this solicitation.

Palisades, located at 4901 V Street, N.W, is DCPL’s sixth-oldest location, and opened to the public on November 20, 1964. The building is the second home for Palisades, which was started as a sub-branch in a one-room schoolhouse, the Conduit Road School, in 1928. The Conduit Road Sub-branch Library contained 1,320 square feet and when replaced in 1964 housed approximately 12,000 volumes.

The Library was renamed the MacArthur Boulevard Branch on November 16, 1942 following the renaming of Conduit Road for General Douglas MacArthur in March 1942. The name was changed again in March 1950 to the Palisades Branch Library after the Citizens Association adopted “The Palisades” as the name for the community.

Library patrons had been advocating for the construction of a new library as early as 1935, but World War II intervened. After nearly 2 decades plans for a new Palisades were included in the D.C. Public Works Program in the mid-1950s. In fiscal year 1962 Congress appropriated funds for the acquisition of a site and for the preparation of plans and specifications. The building was under construction in fiscal year 1963. It was designed by Albert O. Goenner (1913-1991) who also designed under the DC Public Works program the West End Library. The proposed building would consist of two floors and a basement.

The new Palisades was dedicated on November 19, 1964, with Walter N. Tobriner, president of the Board of Commissioners, serving as the principal speaker. The new branch had a staff of 14, exclusive of custodians. Its collection totaled 35,000 volumes, and its first year circulation was 78,000. At the time of its opening, Palisades was one of the largest branches in the public library system with approximately 20,000 square feet of space and a potential book capacity of 60,000 volumes.

Palisades has always enjoyed strong community support. At the time of the 1964 opening, it was predicted that “because of the manifest interest of the residents of the area in getting the best possible library service, it is anticipated that the new Palisades Branch will be one of the most actively used in the city’s Public Library system.” A strong supporter of Palisades,
the Friends of Palisades Library, was formed in the fall of 1980, in response to then Mayor Marion Barry’s proposal to cut $2.8 million in citywide library spending for fiscal 1982. Four hundred people joined the Friends of the Palisades Library, and, in addition to providing political support, the organization successfully sought to increase circulation and to provide funding to compensate for cuts in magazine subscriptions and other services. The Friends continue to support library programming and special initiatives for Palisades and the entire DC Public Library System.

Today Palisades is solidly amongst the top 10 locations for overall circulation. The branch offers free Wi-Fi access, 14 computers for public use, a self-checkout machine, and an OverDrive electronic station for downloading eBooks, eAudiobooks, film, and music. In October 2013, the hours of operation were expanded to include four nights per week and Sunday afternoons. In 2014, Capital funding was approved through the City Council to refurbish and/or remodel Palisades.
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DESIGN-BUILD SERVICES FOR RENOVATION OF THE
PALISADES NEIGHBORHOOD BRANCH LIBRARY

SECTION B – SUPPLIES OR SERVICES AND PRICE/COST

B.1 INTRODUCTION

B.1.1 Through this solicitation, DCPL seeks to engage a Design/Build Contractor ("the Contractor") to make renovations to Palisades based on the approved plans and specifications.

B.1.2 In order to complete the work, Palisades will be closed to the public, as such time is of the essence. The Contractor shall complete all work by February 3, 2017. Generally, the Contractor shall be required to provide all labor, management, supervision, materials, supplies, equipment, design and other services required to complete the Project. Specifically, DCPL desires to engage the Contractor to undertake the following:

B.1.2.1 The Contractor shall ensure the renovation project’s, start-up, progress, design, construction and completion will be efficient, of the highest quality, value enhanced, practical, accomplished on time, and within budget. The Contractor shall be required to manage and perform the project from “cradle to grave,” and prepare and submit all required documentation for this project to a variety of outside agencies to include but not limited to, DC Water, PEPCO, Department of Consumer & Regulatory Affairs (DCRA), Office of Planning, District Department of Environment (DDOE) and other agencies as identified by DCPL.

B.1.2.2 The Contractor shall perform services customarily and typically rendered in a design/build project to complete all necessary tasks as needed, including but not limited to:

B.1.2.2.1 Develop a design that is consistent with the attached design documents and approved by DCPL within the budget set by DCPL, not to exceed the Guaranteed Maximum Price (GMP) and completed by February 3, 2017.

B.1.2.2.2 Pay all fees associated with the general building permit and any other required permits, and obtain all required approvals required to complete the renovation and provide a completed fully operational library facility;

B.1.2.2.3 Move-out, storage and move-in of library books and other material; and

B.1.2.2.4 Complete interior renovations and exterior cosmetic improvements.
B.2 OPEN MARKET WITH 35% SUBCONTRACTING REQUIREMENT FOR PROPOSALS OVER $250,000.00

This RFP is being issued in the Open Market with a mandatory 35% subcontracting requirement for certified small business enterprises (SBE) in accordance with Section H.6. In addition, Contractors that are certified by the District of Columbia, Department of Small and Local Business Development (DSLBD) will receive preference points during the evaluation process in accordance with Section M.4.

B.3 PROJECT PRICE RANGE

The estimated price range for this project is between $7,000,000 and $7,500,000.

B.4 PRICE

B.4.1 Offerors shall submit a price for the Phase 1 work specified in Section C.1.1 of this RFP. As will be more fully described in the Form of Contract, the contract resulting from this solicitation will be a lump sum firm fixed price contract. DCPL has submitted plans to DCRA for review and approval. Offeror’s shall complete a due diligence constructability review of this set as part of the proposal submission.

B.4.2 As will be more fully described in the Form of Contract, the contract resulting from this solicitation will be a cost plus a fixed fee with a guaranteed maximum price (GMP) type contract. DCPL anticipates that once it has approved a set of design development documents for the Palisades Library, the Contractor shall issue those documents to trade subcontractors for pricing and that such pricing shall serve as the basis of a GMP Proposal from the Contractor for the Project.

B.4.3 Offeror’s will be required to submit the following price components in the Form of Offer Letter (Attachment J.10) as part of its proposal in response to this solicitation:

a. Preconstruction Fee
b. Permit fee;
c. Move-in, storage and move-out fee;
d. Design Fee
e. Contractor’s Fee (overhead and profit) and;
f. General Conditions Budget.
B.4.4 The preconstruction fee shall be a fixed fee and shall be the Contractor's sole compensation for all services other than design services through the formation of a GMP for the Project. The preconstruction fee shall include all the Contractor's costs for preconstruction services, including cost estimating, schedule, constructability review, bidding and GMP development.

B.4.5 The design fee shall be a not-to-exceed amount for all architectural, engineering and other services necessary to develop an acceptable set of construction documents and construction administration services associated with the Project.

B.4.6 The Contractor's fee shall be a fixed fee and shall cover all cost not a cost of the work as outlined in the Form of Contract. This shall include, but is not limited to, the Contractor's home office overhead and profit.

B.3.5 Offerors shall also quote a general conditions budget to cover the cost of general conditions as defined in the Form of Contract. The cost of general conditions will be reimbursable subject to a cap equal to the general conditions budget proposed by the Offeror (i.e. the general conditions budget is a line item guarantee). In general, the cost of general conditions includes the Contractor's project staff and its site office.

B.3.6 It is DCPL's intent to engage the Contractor to: (i) develop a design for the Palisades Library; and (ii) put into place work necessary for the construction of Palisades Library between October 21, 2016 and May 26, 2017. The Contractor shall not be entitled to any additional fees or general conditions unless (i) DCPL makes additions to the scope provided for in the GMP Amendment which cause the GMP to increase by more than ten percent (10%); or (ii) DCPL makes additions to the scope provided for in the GMP Amendment which will require the Contractor's services to extend beyond May 26, 2017. Please note, however, that punch list activities may extend beyond the substantial completion date and that such activities will not entitle the Contractor's to additional fees or general conditions.

B.5 SCHEDULE

In general, DCPL anticipates that this procurement and the project will proceed per the following milestone completion schedule:
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DESIGN-BUILD SERVICES FOR RENOVATION OF THE
PALISADES NEIGHBORHOOD BRANCH LIBRARY

- Issue RFP October 30, 2015
- Pre-Proposal Conference November 6, 2015
- Question Cut-Off November 12, 2015
- Proposals Due December 10, 2015
- Notice of Award January 14, 2016
- Limited Notice to Proceed January 22, 2016
- Programming & Concept Development Phase March 25, 2016
- Schematic Design Phase May 20, 2016
- Design Development Phase June 24, 2016
- Construction Documents Phase July 8, 2016
- Trade Bidding August 12, 2016
- GMP Formation September 2, 2016
- DC Council Approval September 30, 2016
- Commence Construction October 21, 2016
- Substantial Completion March 28, 2017
SECTION C: STATEMENT OF WORK

C.1 SCOPE OF WORK

C.1.1 PHASE 1 - PRECONSTRUCTION

C.1.1.1 Schematic Design. The Contractor shall work cooperatively with DCPL to develop a design for Palisades. The Contractor shall cause its Architect/Engineer ("A/E") to conduct a thorough review of the Minimum Design Requirements for this project. The term Minimum Design Requirements means: (i) the Palisades Pre-Design Due Diligence Services Report, Amendment #1, dated September 9, 2015, which is attached as Attachment J.12, and (ii) the Building Program Renovation, dated October 15, 2015, which is attached as Attachment J.13. The Minimum Design Requirements shall provide the basis for the design of Palisades. The Building Program Renovation is intended as a guide only. After this review is complete, the Contractor and its A/E shall meet with DCPL and its representatives to discuss the essential elements of the design and the best way for moving forward. Based on the results of the review and the follow-up meetings with DCPL, the Contractor shall then cause the A/E to prepare a full set of schematic design documents for Palisades that are consistent with the Minimum Design Requirements acceptable to DCPL. The schematic design documents shall contain at least the level of detail typically consistent with the standard AIA contract.

As part of the schematic design submission the Contractor shall submit a building program analysis that shows where potential building program space needs to be reduced.

C.1.1.2 Design Development. Based on the approved schematic design documents, the Contractor shall cause its A/E to prepare a set of design development documents. The Contractor and its A/E shall meet as often as required with DCPL and its representatives to ensure that the design is evolving in a mutually acceptable manner, and the A/E and the Contractor shall meet, at a minimum, two (2) times with local ANC’s or Citizen’s groups. The Contractor shall cause its A/E to prepare a 50% progress printing which shall be distributed to DCPL and the Contractor. This progress printing shall be reviewed by DCPL and its representatives to determine whether the design is evolving in a manner that is consistent with the Minimum Design Requirements and shall also be reviewed by the Contractor in order to assess whether it is consistent with the Project’s budget. The specific services required during this phase are:
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a. Select and draft outline specifications for materials, systems, equipment.
b. Develop detailed and dimensioned plans, wall sections, building section, and schedules.
c. Complete code compliance analysis and drawing.
d. Meet with review agencies as required.

C.1.1.3 Deliverables. The following deliverables are required during this phase.

a. 50% design development progress printing.
b. A reconciliation report that addresses issues raised by the Contractor as a result of the 50% progress printing.
c. Updated Project Budget and Schedule.
d. Prior to the 50% progress printing, the Contractor shall prepare a Library Collection Test Fit, to assure the library collections is coordinated with the floor plans.

C.1.1.4 GMP Formation. DCPL desires that a GMP be established at the earliest practical point and prior to the completion of the construction documents. At present, it is envisioned that the GMP will be formed when: (i) the design has developed to a point where the Contractor can ascertain impacts on the building’s structural system; and (ii) the major MEP systems have been identified. At such a point, the Contractor shall prepare a GMP proposal. The GMP proposal shall include: (i) a line item construction budget which specifically calling out any allowances included in the proposal; (ii) a detailed CPM schedule; (iii) a listing of the design documents upon which the GMP is based; (iv) a LSDBE utilization plan; (v) a written statement of any assumptions are clarifications upon which the price proposal is based. The GMP Proposal shall also include project recommendations including: (i) value engineering ideas necessary to return the Project to budget; (ii) a list of long-lead purchasing times that would need to be purchased prior to negotiation and approval of the GMP if the Project is to remain on schedule; (iii) key permitting, zoning and other approvals that must be obtained; and (iv) a review of any constructability or other issues that could adversely affect the Project’s schedule or budget.

C.1.1.5 In the event the Contractor and DCPL are unable to agree upon a GMP or schedule for the Project, DCPL will have the right to terminate the contract and assume any trade subcontracts held by the Contractor. In such an event, the Contractor shall only be entitled to earn 50% of the Design Fee.
C.2 PHASE 2 - CONSTRUCTION

C.2.1 During the Construction Phase, the Contractor shall be required to cause the design to be completed in a manner consistent with the GMP basis documents and shall provide all labor, materials, supervision and equipment necessary to fully construct the Project in accordance with the drawings, specifications, schedule and budget that are developed and issued for the Project. The Construction Phase, which includes the move-out work will commence upon issuance by DCPL of a Notice to Proceed (NTP) with construction activities. Such work shall generally include the following activities:

C.2.1.1 Take control of the site and install the necessary construction fences and other devices to properly secure the site.

C.2.1.2 Undertake such temporary construction as may be necessary and relocate such FF&E as may be necessary to support DCPL.

C.2.1.3 Administer and hold, as an agent for the DCPL, such subcontracts as are necessary to abate hazardous materials in the existing facility, in accordance with EPA and all jurisdictional agencies.

C.2.1.4 The Contractor shall be responsible for all interior and exterior demolition necessary for the rehabilitation and renovation of the existing structure.

C.2.1.5 The Contractor shall be responsible for salvaging and storing all items as identified by DCPL.

C.2.1.6 The Contractor shall be responsible for obtaining and paying all permits and fees associated with the abatement, demolition, utilities abandonment, and utility relocation, trade permits and building permits. The Contractor shall be responsible for all performance and payment bonds, builder’s risk insurance, and general liability insurance.

C.2.1.7 The Contractor shall be responsible for removing the balance of construction debris off site.

C.2.2 Construction Administration. The A/E shall provide support to the Contractor and DCPL as may be necessary to support the construction phase of the Project. These services will include, but are not necessarily limited to:

C.2.2.1 Participate and assist in Project/Planning meetings.
C.2.2.2 Provide and maintain a fully equipped office on-site to perform all required contractor duties.

C.2.2.3 Maintain full-time, on-site construction supervision and provide daily inspections, quality control, monitoring, and coordination of various trades, record drawings, and daily work log.

C.2.2.4 Conduct weekly progress meetings following a contractor generated agenda with the Project Manager and all trades.

C.2.2.5 Provide general safety and signage and posting for the project and see that each subcontractor prepares and submits adequate safety program and monitoring throughout the project.

C.2.2.6 Provide a written monthly report that includes (i) an updated schedule analysis, (ii) an updated cost report, and (iii) a monthly review of cash flow.

C.2.2.7 Manage the change order process with the trade subcontractors to verify validity, purpose, and cost.

C.2.2.8 Prepare payment requests, verify accuracy and forward for approval and payment.

C.2.2.9 Assemble close-out documents required.

C.2.2.10 Provide assistance to the DCPL through any applicable warranty periods.

C.2.2.11 The Contractor shall be required to prepare and submit at close-out a complete set of O&M manuals, warranties, etc. The Contractor shall also provide DCPL with a complete set of its Project files, including, but not limited to, shop drawings and record drawings, etc. at close out so as to assist DCPL in operating the site. The contractor shall also provide commissioning and operational training to DCPL Office of Facilities Management staff regarding maintaining new mechanical and electrical systems.

C.3 KEY PERSONNEL

C.3.1 In its proposal, each Offeror shall identify its key personnel. Key personnel shall include, at a minimum, the following individuals: (i) Project Executive; (ii) the key Project Manager(s); (iii) the Design Principal (iv) the Project Architect; and (v) MEP Engineer.
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C.3.2 The Contractor shall not be permitted to change any of the key personnel
without the prior written consent of DCPL's Contract Administrator (CA). In
addition, DCPL will have the right, in its sole discretion, to remove, replace or to
reduce the scope of services of the Contractor in the event that a member of the
Key Personnel has been removed or replaced by the Contractor without the
consent of DCPL. In the event DCPL exercises the right to remove, replace or
to reduce the scope of services of the Contractor, DCPL will have the right to
enforce the terms of this Agreement and to keep-in-place those members of the
Contractor's team not removed or replaced and the remaining members shall
complete the services required under this Agreement in conjunction with the
new members of the Contractor's team approved by DCPL.

C.4 TIME IS OF THE ESSENCE

Palisades shall be complete no later than March 28, 2017. As such, the
Contractor shall dedicate such personnel and other resources as are necessary to
ensure that the Project is completed on-time and in a diligent, skilled, and
professional manner with a one (1) year warranty. Punch list activities may
NOT continue after that date.

C.5 LICENSING, ACCREDITATION AND REGISTRATION

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

C.6 CONFORMANCE WITH LAWS

It shall be the responsibility of the Contractor to perform under the contract in
conformance with DCPL's Procurement Regulations and all statutes, laws,
codes, ordinances, regulations, rules, requirements, orders, and policies of
governmental bodies.

C.7 BUY AMERICAN ACT COMPLIANCE

The Contractor shall not purchase a proprietary product that does not comply
with the provisions of the Buy American Act (41 U.S.C. § 10a).
C.8  APPRENTICESHIP ACT

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

D.1 PACKAGING AND MARKING

SOLICITATION NO. DCPL-2016-R-0003
DESIGN-BUILD SERVICES FOR RENOVATION OF THE
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SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SUPPLIES AND SERVICES


E.2 INSPECTION AND ACCEPTANCE

The Contract Administrator (CA) identified in Section G of this RFP shall be responsible for inspection and acceptance of all services/deliverables submitted under the contract.

E.3 ACCEPTANCE CRITERIA

Certification by the CA of satisfactory services provided is contingent upon the Contractor performing in accordance with the terms and conditions of the contract and all modifications.
SOLICITATION NO. DCPL-2016-R-0003
DESIGN-BUILD SERVICES FOR RENOVATION OF THE
PALISADES NEIGHBORHOOD BRANCH LIBRARY

SECTION F – DELIVERIES AND PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The period of performance will be from the date specified in the written NTP through March 28, 2017.

F.2 FIRST SOURCE REQUIREMENT

The Contractor shall submit to the District, as a deliverable, the report described in Section H.3.5 which is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the District shall not make final payment to the Contractor pursuant to Section G.7.

F.3 EQUAL EMPLOYMENT OPPORTUNITY AND HIRING OF DISTRICT RESIDENTS

The Contractor shall comply with all applicable laws and regulations regarding equal employment opportunity and affirmative action programs. The Contractor shall ensure that at least fifty-one percent (51%) of the Contractor’s team and every sub-consultant’s and subcontractor’s employees hired after the effective date of the Contract (or after such sub-consultant or subcontractor enters into a contract with the Contractor), to work on the Project shall be residents of the District of Columbia. In addition, the Contractor shall comply with the recently adopted requirement regarding District labor utilization requirement in the Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011. See Section H.3.
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SECTION G – CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER

G.1.1 Contracting Officer: The DCPL Chief Procurement Officer who has the appropriate contracting authority is the only DCPL official authorized to contractually bind the DCPL through signing contract documents. All correspondence to the DCPL Chief Procurement Officer shall be forwarded to:

Diane Wooden
District of Columbia Public Library
Office of Procurement
901 G Street, NW
Suite 434
Washington, DC 20001
Email: diane.wooden2@dc.gov

G.2 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.2.1 The DCPL Chief Procurement Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.2.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the DCPL Chief Procurement Officer.

G.2.3 In the event the Contractor effects any change at the instruction or request of any person other than the DCPL Chief Procurement Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.3 AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER

G.3.1 Contract Administrator (CA): The CA is responsible for the general administration of the contract and advising the DCPL Chief Procurement Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract. The CA shall be:
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David Sauter
Director - Capital Planning and Construction
District of Columbia Public Library
901 G Street, NW - Room 401
Washington, D C 20001
Telephone Number: (202) 442-6070
Email: david.sauter@dc.gov

G.3.3 The resultant Contractor is hereby forewarned that, Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the DCPL Chief Procurement Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the district, to take all corrective action necessitated by reason of the unauthorized changes.

G.4 INVOICE PAYMENT

G.4.1 The District will make payments to the Contractor, upon the submission of proper invoices or vouchers, at the prices stipulated in specific Task Order for services performed and accepted, less any discounts, allowances or adjustments provided for in the contract. The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor (See Section G.6.2). If you have not received payment within 30 calendar days, please contact the Accounts Payable (A/P) Unit at (202) 727-1198.

G.5 METHOD OF PAYMENT

The Contractor shall be paid based on satisfactory performance at the price submitted in the Form of Offer Letter – Attachment J.11.

G.6 INVOICE SUBMITTAL

G.6.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this Section G. Contractors shall submit one (1) copy of their invoice with appropriate back-up documentation electronically to the DCPL Accounts Payable (A/P) Unit at invoices.dcpl@dc.gov with a concurrent copy to lisa.deanes@dc.gov. The following guidelines will apply to the electronic submittal process:
1. Submit the invoice in Adobe PDF format, ONLY.
2. Invoice must be clearly marked ‘Original’ or “Certified Original”.
3. One invoice per electronic submittal.

G.6.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice. If the invoice does not comply with these requirements, the Contractor shall be notified of the defect within fifteen (15) calendar days after receipt of the invoice by the DCPL Budget Office.

G.6.2.1 Contractor’s name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

G.6.2.2 Contract number and invoice number;

G.6.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.6.2.4 Other supporting documentation or information, as required by the Chief Procurement Officer;

G.6.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.6.2.6 Name, title, phone number of person preparing the invoice;

G.6.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.6.2.6 above) to be notified in the event of a defective invoice; and

G.6.2.8 Authorized signature.

G.6.2.9 Detailed report of expenditures and to Certified Business Enterprises (CBE) showing percent participation by CBEs.

G.7 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.7.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement, final request for payment must be accompanied by the report or a waiver of compliance discussed in H.3.7.
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G.7.2 No final payment shall be made to the Contractor until the CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement.

G.8 ASSIGNMENTS

G.8.1 In accordance with Clause Number 4383-8, Assignments of the Government of the District of Columbia Public Library Standard Contract Provisions for Supply, Service, Architect/Engineer and Construction Solicitations and Contracts dated October 2009, the Contractor shall not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the DCPL Chief Procurement Officer.
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SECTION H - CONTRACT CLAUSES

H.1 PUBLICITY

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

H.2 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

H.3 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.3.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, § 2-219.01 et seq. (“First Source Act”), including the changes thereto adopted as part of the Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011.
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H.3.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement in which the Contractor shall agree that: The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services ("DOES"); and the first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.3.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the following:

(i) Number of employees needed;
(ii) Number of current employees transferred;
(iii) Number of new job openings created;
(iv) Number of job openings listed with DOES;
(v) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
(vi) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:

(a) Name;
(b) Social Security number;
(c) Job title;
(d) Hire date;
(e) Residence; and
(f) Referral source for all new hires.

H.3.4 If the contract amount is equal to or greater than $100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

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

a. At least 20% of journey worker hours by trade shall be performed by District residents;
b. At least 60% of apprentice hours by trade shall be performed by District residents;
c. At least 51% of the skilled laborer hours by trade shall be performed by District residents; and
d. At least 70% of common laborer hours shall be performed by District residents.

H.3.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

(i) Document in a report to the DCPL Chief Procurement Officer its compliance with the section H.3.4 of this clause; or
(ii) Submit a request to the DCPL Chief Procurement Officer for a waiver of compliance with section H.3.4 and include the following documentation:

(a) Material supporting a good faith effort to comply;
(b) Referrals provided by DOES and other referral sources;
(c) Advertisement of job openings listed with DOES and other referral sources; and
(d) Any documentation supporting the waiver request pursuant to section H.3.6.

H.3.6 The DCPL Chief Procurement Officer may waive the provisions of section H.3.4 if the DCPL Chief Procurement Officer finds that:

(i) A good faith effort to comply is demonstrated by the Contractor;
(ii) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
(iii) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
(iv) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.
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H.3.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.3.5 and H.3.6, the DCPL Chief Procurement Officer shall determine whether the Contractor is in compliance with Section H.3.4 or whether a waiver of compliance pursuant to Section H.3.6 is justified. If the DCPL Chief Procurement Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the DCPL Chief Procurement Officer shall, within two (2) business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the CA.

H.3.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to Section H.3.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this Section H.3.8.

H.3.9 The provisions of Sections H.3.4 through H.3.8 do not apply to nonprofit organizations.

H.4 DEPARTMENT OF LABOR WAGE DETERMINATION

The Contractor shall be bound by the Wage Determination No. 2005-2103 Revision 16, Dated 7/8/2015 issued by U.S. Department of Labor in accordance with the Service Contract Act of 1931, as amended (41 U.S.C. 351 et seq.) incorporated herein as Attachment J.2. The Contractor shall be bound by the wage rates for the term of the contract. The applicable Davis Bacon Wage Determination will be issued to the successful Contractor prior to development of the GMP.

H.5 AUDITS, RECORDS, AND RECORD RETENTION

H.5.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. For cost reimbursement contracts any payment may be reduced by amounts found by the DCPL Chief Procurement Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.
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H.5.2 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

H.5.3 The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

H.5.4 The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the DCPL Chief Procurement Officer.

H.5.5 Persons duly authorized by the DCPL Chief Procurement Officer shall have full access to and the right to examine any of the Contractor’s contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

H.5.6 The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

H.6 SDBE PARTICIPATION

H.6.1 Mandatory Subcontracting Requirement

H.6.1.1 For contracts in excess of $250,000.00, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods, and supplies are purchased from certified small business enterprises.

H.6.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.6.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises;
provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

H.6.1.3 A prime contractor which is certified as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.6.1.1 and H.6.1.2.

H.6.1.4 Offerors will be required to submit a CBE Utilization Plan with their proposals. The CBE Utilization Plan must demonstrate how this requirement will be met and extent should identify the specific firms that will be used and their respective roles.

H.7 CERTIFIED BUSINESS ENTERPRISES PRIME CONTRACTOR PERFORMANCE REQUIREMENTS

H.7.1 If a certified business enterprise is selected as a prime contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, that certified business enterprise prime contractor shall perform at least 35% of the contracting effort, excluding the cost of materials, goods and supplies, with its own organization and resources and, if it subcontracts, at least 35% of the subcontracted effort, excluding the cost of materials, goods and supplies, shall be with certified business enterprises.

H.7.2 If the total of the contracting effort, excluding the cost of materials, goods and supplies, proposed to be performed by the certified business enterprise is less than the amount required by the preceding paragraph, then the certified business enterprise shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

H.8 PRIME CONTRACTOR PERFORMANCE REQUIREMENTS APPLICABLE TO JOINT VENTURES

H.8.1 If a certified joint venture is selected as a prime contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, the certified business enterprise partner of the joint venture shall perform at least 50% of the contracting effort, excluding the cost of materials, goods, and supplies, with its own organization and resources and, if the joint venture subcontracts, at least 35% of the subcontracted effort, excluding the cost of materials, goods and supplies, shall be with certified business enterprises.
H.8.2 If the total of the contracting effort, excluding the cost of materials, goods, and supplies, proposed to be performed by the certified business enterprise is less than the amount required by the preceding paragraph, then the certified business enterprise shall not be eligible to receive preference points or a price reduction for a period of not less than two (2) years.

H.9 PERFORMANCE REQUIREMENT FOR CONTRACTS OF $1 MILLION OR LESS

If this is a construction contract of $1 million or less for which a certified business enterprise is selected as prime contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, the certified business enterprise prime contractor shall perform at least 50% of the on-site work with its own work force.

H.10 SUBCONTRACTING PLAN

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of Section H.6. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its offer, a notarized statement detailing its subcontracting plan. Offers responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offerer is required to subcontract in accordance with the provisions of Section H.6, but fails to submit a subcontracting plan with its offer. Once the plan is approved by the DCPL CPO, changes to the plan will only occur with the prior written approval of the DCPL CPO and the Director of DSLBD. Each subcontracting plan shall include the following:

H.10.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

H.10.2 Statements of the dollar value of the offer that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

H.10.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
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H.10.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

H.10.5 A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;

H.10.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

H.10.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the DCPL Chief Procurement Officer, and submit periodic reports, as requested by the DCPL Chief Procurement Officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;

H.10.8 A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District’s request; and

H.10.9 A description of the prime contractor’s recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

H.11 COMPLIANCE REPORTS

H.11.1 By the 21st of every month following the execution of the contract, the prime contractor shall submit to the DCPL Chief Procurement Officer and the Director of DSLBD a compliance report detailing the contractor’s compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

H.11.1.1 The dollar amount of the contract or procurement;
H.11.1.2 A brief description of the goods procured or the services contracted for;

H.11.1.3 The name and address of the business enterprise from which the goods were procured or services contracted;

H.11.1.4 Whether the subcontractors to the contract are currently certified business enterprises;

H.11.1.5 The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.11.1.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in H.5 and H.6 and its approved Subcontracting Plan; and

H.11.1.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in H.5 and H.6 and its approved Subcontracting Plan.

H.12 ENFORCEMENT AND PENALTIES FOR BREACH OF SUBCONTRACTING PLAN

H.12.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan and the DCPL Chief Procurement Officer determines the Contractor's failure to be a material breach of the contract; the DCPL Chief Procurement Officer shall have cause to terminate the contract under the Contract Termination clause of the DCPL Procurement Regulation Title 19 DCMR, Chapter 43 Procurement, Section 4372.

H.12.2 There shall be a rebuttable presumption that a Contractor willfully breached its approved subcontracting plan if the Contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H.12.3 For the willful breach by a Contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the Contractor shall be subject to the imposition of penalties, including monetary fines of $15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.
H.13 RESIDENCY HIRING REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS

H.13.1 At least fifty-one percent (51%) of the Contractor's Team and every sub-consultant's employees hired after the Contractor enters into a contract with DCPL, or after such sub-consultant enters into a contract with the Contractor, to work on this project, shall be residents of the District of Columbia. In addition, the selected Contractor shall comply with subchapter X of Chapter II of Title 2, and all successor acts thereto, including by not limited to the Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, and the rules and regulations promulgated thereunder, including, but not limited to the following requirements:

a. At least 20% of journey worker hours by trade shall be performed by District residents;
b. At least 60% of apprentice hours by trade shall be performed by District residents;
c. At least 51% of the skilled laborer hours by trade shall be performed by District residents; and
d. At least 70% of common laborer hours shall be performed by District residents.

H.13.2 Upon execution of the contract, the Contractor and all of its member firms, if any, and each of its sub-contractors and sub-consultants shall submit to DCPL, 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.

H.13.3 The Contractor shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Contractor and all member firms, subcontractors, tier subcontractors, sub-consultants, and suppliers with contracts in the amount of $100,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services (“DOES”) upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make best efforts to hire at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10th of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in program approved by the D.C.
Apprenticeship Council; and (vii) trade contractors and subcontractors with contracts in the amount of $500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.

**H.14 LIQUIDATED DAMAGES**

**H.14.1 Phase 1 and 2** - The Contractor shall pay to DCPL the sum of one thousand dollars ($1,000.00) as agreed liquidated damages for each calendar day of delay in completion of the Phase 1 and Phase 2 work for this project, within the time limits set forth in the NTP.

**H.14.2** If the District terminates for default the Contractor's right to proceed in accordance with Section 43-8398 of the DCPL Standard Contract Provisions, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of reprocurement.

**H.15 WAY TO WORK AMENDMENT ACT OF 2006**

**H.15.1** Except as described in H.15.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 et seq.) ("Living Wage Act of 2006"), for contracts for services in the amount of $100,000 or more in a 12-month period.

**H.15.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

**H.15.3** The Contractor shall include in any subcontract for $15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

**H.15.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

**H.15.5** The Contractor shall provide a copy of the Fact Sheet included herein as Attachment J.5 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice included herein as Attachment J.4 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for $15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
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H.15.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for $15,000 or more under the contract.

H.15.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 et seq.

H.15.8 The requirements of the Living Wage Act of 2006 do not apply to:

H.15.8.1 Contracts or other agreements that are subject to higher wage level determinations required by federal law;

H.15.8.2 Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;

H.15.8.3 Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

H.15.8.4 Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;

H.15.8.5 Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

H.15.8.6 An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

H.15.8.7 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;
H.15.8.8 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));

H.15.8.9 Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

H.15.8.10 Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.15.9 The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.
SECTION I - CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS


I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

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

I.5 RIGHTS IN DATA

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

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

1.5.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

1.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

1.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
I.5.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No.___________________________

With___________________________(Contractor’s Name); and

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

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

I.5.8 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District’s or the Contractor’s rights in that subcontractor data or computer software which is required for the District.

I.5.9 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.10 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation,
reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data. Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8. INSURANCE

I.8.1 The Contractor at its expense shall obtain the minimum insurance coverage set forth below within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the contract award period.
1.8.2 Commercial General Liability Insurance. Commercial General Liability Insurance with policy limits of not less than One Million Dollars ($1,000,000) for each occurrence and not less than Two Million Dollars ($2,000,000) in the aggregate for bodily injury and property damage. Such insurance shall (within the limits of the insurance required above):

(i) include a broad form property damage liability, including completed operations, endorsement;
(ii) contain blanket contractual liability insurance covering written contractual liability;
(iii) contain contractual liability insurance covering any Contractor’s indemnification obligation under the contract, to the extent such indemnification obligation is for an insurable risk;
(iv) contain independent contractors liability (i.e., coverage for events arising out of work done by subcontractors);
(v) include Products/Completed Operations coverage that is to be maintained for five (5) years after the date of Substantial Completion of the Project;
(vi) contain Personal and Advertising Injury coverage; and
(vii) include business automobile liability insurance covering any owned, leased, non-owned or hired automobile or other motor vehicle used in connection with the work performed under this Agreement with combined single limits for bodily injury and property damage in an amount not less than One Million Dollars ($1,000,000) in any one accident.

1.8.3 Worker’s Compensation. The Contractor shall procure and carry Statutory Workers’ Compensation and Disability Benefits Insurance and any other insurance required by law covering all persons employed by Contractor, contractors, subcontractors, or any entity performing work for the Contractor on the Project (unless and to the extent provided by such other parties), including Employers Liability coverage, all in amounts not less than the statutory minimum, except that Employers Liability coverage shall be in an amount of not less than One Million Dollars ($1,000,000) each accident.

1.8.4 Builder’s risk insurance written on an “all risk” basis and covering the value of the GMP. This coverage does not need to begin until the Construction Phase begins.
1.8.5 Excess umbrella liability coverage (on at least a follow form basis) and when combined with the general liability policy has an aggregate limit of at least Ten Million Dollars ($10,000,000).

1.8.6 Each policy of insurance required to be carried pursuant to the provisions of this Section 1.8 (other than Workers’ Compensation/Employers’ Liability and Professional Liability/Errors & Omissions Liability/Builder’s risk policies) and each corresponding certificate issued by or on behalf of the insurer shall contain a clause designating DCPL and the District as additional insureds, as their interests may appear (but not a loss payee).

1.8.7 All of the insurance policies required by this Section 1.8 shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and having either: (i) an A.M. Best Company rating of A-VIII or higher; (ii) a Standard & Poor’s rating of AA or higher; (iii) a Moody’s rating of Aa2 or higher; or (iv) another comparable rating reasonably acceptable to the DCPL. The policies of insurance shall provide for at least thirty- (30) days written notice to the District prior to their termination or material alteration.

1.9 EQUAL EMPLOYMENT OPPORTUNITY

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

1.10 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

1.11 FORM OF CONTRACT

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

I.12 ORDER OF PRECEDENCE

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

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

I.13 BONDS

I.13.1 Bid Bond. Contractors are required to submit with their proposal a bid bond in the amount of 5% of the proposed price. All bonding companies must be included on the Department of Treasury’s Listing of Approved Sureties.

I.13.2 Trade Subcontractor Bonds. The Form of Contract will require that all trade subcontractors provide a payment and performance bond having a penal value equal to 100% of the cost of the trade subcontract. All such bonds shall be written on a dual-obligee basis.

I.13.3 Contractor’s Payment and Performance Bond. The Contractor shall be required to post a payment and performance bond having a penal value equal to the Lump Sum Price at the time the Lump Sum Price is executed.
The following list of attachments is incorporated into the solicitation.

<table>
<thead>
<tr>
<th>Attachment Number</th>
<th>Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>J.3</td>
<td>Department of Employment Services First Source Employment Agreement</td>
</tr>
<tr>
<td>J.4</td>
<td>2015 Living Wage Notice</td>
</tr>
<tr>
<td>J.5</td>
<td>2015 Living Wage Fact Sheet</td>
</tr>
<tr>
<td>J.6</td>
<td>Tax Certification Affidavit</td>
</tr>
<tr>
<td>J.7</td>
<td>E.E.O. Information and Mayor's Order 85-85</td>
</tr>
<tr>
<td>J.8</td>
<td>Contractor Past Performance Evaluation</td>
</tr>
<tr>
<td>J.9</td>
<td>Subcontracting Plan Form</td>
</tr>
<tr>
<td>J.10</td>
<td>Cost Price Disclosure Certification Form</td>
</tr>
<tr>
<td>J.11</td>
<td>Form of Offer Letter</td>
</tr>
<tr>
<td>Attachment Number</td>
<td>Document</td>
</tr>
<tr>
<td>------------------</td>
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</tr>
<tr>
<td>J.13</td>
<td>The District of Columbia Public Library Building Program Renovation, October 15, 2015</td>
</tr>
</tbody>
</table>
SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF CONTRACTORS

K.1 AUTHORIZED NEGOTIATORS

The Contractor represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

________________________________________________________________________

________________________________________________________________________

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The Contractor, by checking the applicable box, represents that

(a) It operates as:

___ a corporation incorporated under the laws of the State of: ____________

___ an individual,
___ a partnership,
___ a nonprofit organization, or
___ a joint venture.

(b) If the Contractor is a foreign entity, it operates as:

___ an individual,
___ a joint venture, or
___ a corporation registered for business in ___________________

(Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the Contractor for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor’s Order 85-85 and the Office of Human Rights’ regulations, Chapter 11, and agree to comply with them in performance of this contract.

Contractor ___________________ Date ___________________

Name ________________________ Title ___________________

Signature ______________________

Contractor ___ has ___ has not participated in a previous contract or subcontract subject to the Mayor’s Order 85-85. Contractor ___ has ___ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subContractors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor’s Order.)

K.4 BUY AMERICAN CERTIFICATION

The Contractor hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, “Buy American Act”), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_________________________EXCLUDED END PRODUCTS
_________________________COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Contractor shall check one of the following:

_____ No person listed in Clause 13 of the OCP SCP, March 2007, “District Employees Not To Benefit” shall benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from
this contract. For each person listed, attach the affidavit required by Clause 13 of the OCP SCP, March 2007.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the Contractor is considered to be a certification by the signatory that:

1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Contractor or competitor relating to:

   (i) those prices
   (ii) the intention to submit a contract, or
   (iii) the methods or factors used to calculate the prices in the contract.

2) The prices in this contract have not been and shall not be knowingly disclosed by the Contractor, directly or indirectly, to any other Contractor or competitor before contract opening unless otherwise required by law; and

3) No attempt has been made or shall be made by the Contractor to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

1) Is the person in the Contractor’s organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the Contractor's organization);

(i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(ii) As an agent, has not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Contractor deletes or modifies subparagraph (a)(2) above, the Contractor must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each Contractor must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.6.
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SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO  
CONTRACTORS  

L.1 CONTRACT AWARD  

L.1.1 Most Advantageous to the District of Columbia Public Library  

L.1.1.1 The District of Columbia Public Library intends to award a single contract  
resulting from this solicitation to the responsible Contractor whose offer  
conforming to the solicitation shall be most advantageous to the District, cost or  
price, technical and other factors, specified elsewhere in this solicitation  
considered.  

L.1.1.2 This procurement is being conducted in accordance with the provisions of  
Chapter 43, Section 4317 of the Department's Procurement Regulations (Title  
19 DCMR).  

L.1.2 Initial Offers  

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

L.2 PRE-PROPOSAL CONFERENCE  

L.2.1 Interested Contractors may ask questions about the RFP and selection process at  
a pre-proposal conference scheduled for 10:00 a.m. on November 6, 2015 at the  
Palisades Neighborhood Library located at 4901 V St NW, Washington, DC  
20007. The site visit will commence immediately after the pre-proposal  
conference.  

L.2.2 Impromptu questions will be permitted and spontaneous answers will be  
provided at the District’s discretion. Verbal answers given at the pre-proposal  
conference are only intended for general discussion and do not represent the  
District’s final position. All oral questions must be submitted in writing by 2:00  
p.m. on November 12, 2015 order for DCPL to generate an official answer.  
Official answers will be posted on the DCPL website at  
http://www.dclibrary.org/about/opportunities.
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L.3 EVALUATION COMMITTEE

Each submission shall be evaluated in accordance with Section M by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official shall select the Offeror whose submission is determined by the source selection official to be the most advantageous to DCPL.

L.4 ORAL PRESENTATIONS

DCPL does not intend to interview; however, it reserves the right to do so if it determines that interviews would be in DCPL’s best interests. If DCPL conducts such interviews, each Offeror within the competitive range shall make an oral presentation to DCPL’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.

L.4.1 Length of Oral Presentation - Each Offeror will be given up to 30 minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately 15 minutes for the Evaluation Committee to assess the presentation and prepare questions. The Offeror will then respond to questions from DCPL’s Evaluation Committee for no more than 30 minutes.

L.4.2 Schedule - The order of presentation will be selected randomly and the Offerors will be informed of their presentation date before the beginning of oral presentations. DCPL reserves the right to reschedule any Offeror’s presentation at the discretion of the Chief Procurement Officer.

L.4.3 Offeror Attendees - The oral presentation will be made by the Offeror’s personnel who will be assigned the key jobs for this project. Each Offeror will be limited to 8 persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror’s assessment of the key areas of responsibility that are deemed essential to the successful completion of the Project.
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L.4.4 Topics - The Offeror may present information about its capabilities and special qualifications to serve as the Contractor for this Project, including the qualifications of key personnel.

L.5 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.5.1 One (1) original and five (5) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8 ½” x 11” white paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCPL-2016-R-0003, Caption of RFP and Name of Contractor". Offerors shall submit proposals in response to this solicitation in English.

L.5.2 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Contractor's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.

L.5.3 Technical Proposal

Each Offeror shall structure its Technical Proposal to include the following information.

L.5.4 Executive Summary

Each Offer shall provide a summary of the information contained in the following sections.

L.5.5 General Team Information and Firm(s) Data

Each Offeror shall provide the following information for the principal firm and each of its sub-consultants.
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Name(s), address(es), and role(s) of each firm (including all sub-consultants).

A. Firm profile(s), including:

   i. Age;
   ii. Firm history(ies);
   iii. Firm size(s);
   iv. Areas of specialty/concentration; and
   v. Current firm workload(s) projected over the next two (2) years

B. Description of the team organization and names of key staff, including:

   i. Identification of the single point of contact for the principal firm; and
   ii. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the team.

L.5.6 Volume One: Technical Proposal

L.5.6.1 The below documents shall be included in Volume 1.

Transmittal Letter

Section 1............................................................Table of Contents

Section 2..........................................................Executive Summary

Section 3 ......................General Team Information and Firm(s) Data

Section 4............................................................Amendments

Section 5.............................................Relevant Experience, Capabilities & References (including Past Performance Evaluations)

Section 6..........................................................Key Personnel & Resumes
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Section 7..............................................................Management Plan

Section 8..............................................................CBE Utilization Plan

L.5.8 Table of Contents

Volume Two: Price Proposal and Required Documents

Section 1................................................Form of Offer Letter (See Attachment J.11)

Each Offeror shall submit a Form of Offer Letter substantially in the form of
Attachment J.11. Material deviations, in the opinion of the DCPL, from the bid
form shall be sufficient to render the proposal non-responsive.

Section 2........................................Price/Cost Disclosure Form (Attachment J.10)

Section 3..................................................Licenses and Reps and Certs

Section 4........................................First Source Employment Agreement

Section 5..............................................EEO Information Report

Section 6...........................................Subcontracting Plan Form

Section 7........................................Tax Affidavit

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

L.6.1 Proposal Submission

L.6.1.1 Proposals must be submitted no later than 2:00 p.m. on December 10, 2015
(see page 1, block 9). Proposals, modifications to proposals, or requests for
withdrawals that are received in the designated District office after the exact
local time specified above, are "late" and shall be considered only if they are
received before the award is made and one (1) or more of the following
circumstances apply:
L.6.1.1.1 The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;

L.6.1.1.2 The proposal or modification was sent by mail and it is determined by the Chief Procurement Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or

L.6.1.1.3 The proposal is the only proposal received.

L.6.2 Withdrawal or Modification of Proposals

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

L.6.3 Postmarks

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

L.6.4 Late Modifications

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

L.6.5 Late Proposals

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.
EXPLANATION TO PROSPECTIVE CONTRACTORS

If a prospective Contractor has any questions relative to this solicitation, the prospective Contractor shall submit the question in writing to the contact person, identified on page one. The prospective Contractor shall submit questions no later than November 12, 2015. The District shall not consider any questions received after November 12, 2015. The District shall furnish responses promptly to all other prospective Contractors. An amendment to the solicitation shall be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Contractors. Oral explanations or instructions given before the award of the contract shall not be binding.

FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Chief Procurement Officer, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Chief Procurement Officer, of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Chief Procurement Officer, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

L.9.2 Mark each sheet of data it wishes to restrict with the following legend:

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

L.10 PROPOSALS WITH OPTION YEARS (NOT USED)

L.11 PROPOSAL PROTESTS

L.11.1 All protests alleging defects in this solicitation shall be governed by DCPL’s Procurement Regulations (19 DCMR §4378); provide a clear and concise statement of the legal and factual grounds of the protest, including copies of relevant documents, and citations to statutes, regulations or solicitation provisions claimed to be violated; and, be filed in writing with the District of Columbia Contracts Appeals Board ("CAB"), pursuant to title X of the Procurement Practices Reform Act of 2010 ("PPRA") (D.C. Official Code § 2-360.01 et seq.). Protests alleging defects in this solicitation, which are apparent prior to bid openings, must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial RFP, but was later incorporated by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering submissions. In all other cases, protests shall be filed not later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. To expedite handling of protests, forward courtesy copies of protests to the DCPL’s Chief Procurement Officer ("CPO") with “Protest” labeled on the envelope.

L.11.2 This section is intended to summarize the protest procedures and is for the convenience of the Contractors only. To the extent any provision of this section is inconsistent with DCPL’s procurement regulations or the PPRA; the more stringent provisions shall apply.

L.12 SIGNING OF OFFERS

The Contractor shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent’s authority, unless that evidence has been
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previously furnished to the Chief Procurement Officer.

L.13 UNNECESSARILY ELABORATE PROPOSALS

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

L.14 RETENTION OF PROPOSALS

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

L.15 PROPOSAL COSTS

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

L.16 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the Contractor must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1). Electronic copy shall be submitted on a thumb drive or CD in .pdf format as part of their submission.

L.17 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section 1.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:
L.18 ACKNOWLEDGMENT OF AMENDMENTS

The Contractor shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Contractors' failure to acknowledge an amendment may result in rejection of the offer.

L.19 BEST AND FINAL OFFERS

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

L.20 LEGAL STATUS OF CONTRACTOR

Each proposal must provide the following information:

L.20.1 Name, address, telephone number and federal tax identification number of Contractor;
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L.20.2 A copy of each District of Columbia license, registration or certification that the Contractor is required by law to obtain. This mandate also requires the Contractor to provide a copy of the executed “Clean Hands Certification” that is referenced in D.C. Official Code §47-2862 (2001), if the Contractor is required by law to make such certification. If the Contractor is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.20.3 If the Contractor is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.21 FAMILIARIZATION WITH CONDITIONS
Contractors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.22 STANDARDS OF RESPONSIBILITY

L.22.1 The prospective Contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the prospective Contractor must submit the documentation listed below, within five (5) days of the request by the District.

L.22.2 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.22.3 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.22.4 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
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L.22.5 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.22.6 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.22.7 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.22.8 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

L.22.9 If the prospective Contractor fails to supply the information requested, the Chief Procurement Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Chief Procurement Officer shall determine the prospective Contractor to be nonresponsible.

L.23 PROPOSAL EVALUATION
Proposals will be evaluated in accordance with Section M.2.

L.24 RELEVANT EXPERIENCE, CAPABILITIES & REFERENCES
Each Offeror shall submit the information required by Section M.2.1.

L.25 KEY PERSONNEL
Each Offeror shall submit the information required by Section C.3 and M.2.2.

L.26 MANAGEMENT PLAN
Each Offeror shall submit the information required by M.2.3.

L.27 CBE UTILIZATION PLAN
Each Offeror shall submit the information required by Section M.2.4.
L.28 PRICE

Each Offeror shall submit the information required by Section B.4 and M.2.5.
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SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 EVALUATION CRITERIA

Proposals shall be evaluated based on the following evaluation factors in the manner described below. Each proposal will be scored on a scale of 1 to 100 points. In addition, Offerors will be eligible to receive up to 12 preference points for participation by Local, Small or Disadvantaged Business Enterprises as described in the RFP. Thus, the maximum number of points possible is 112.

M.2.1 Factor 1 – Relevant Experience, Capabilities & References (0 - 25 Points)

DCPL desires to engage a Contractor with the experience necessary to realize the objectives set forth in this RFP. In particular, Offerors will be evaluated based on their demonstrated experience in delivering similar projects on-time and on-budget in the last five (5) years. The Offeror shall include detailed descriptions of no more than three (3) projects that best illustrate the Offeror’s experience and capabilities relevant to this project. On each project description, please provide all of the following information in consistent order:

i. Project name and location including the Name, address, contact person and telephone number for owner reference.

ii. Brief project description including square footage, firm’s scope of work, and key firm strengths exhibited.

iii. Identification of personnel involved in the selected project who are proposed to work on this project.

iv. Project process and schedule data including construction delivery method, and construction completion date (any unusual events or occurrences that affected the schedule should be explained).
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v. Construction cost data including estimated budget, and actual
construction cost (if actual construction cost exceeds original, please
explain why).

M.2.2 Factor 2 – Key Personnel (0 – 20 Points)

DCPL desires that the Contractor assign to this project personnel who have the
necessary experience and professional credentials for the role each such
individual is assigned. The availability and experience of the Contractor’s key
personnel assigned to this project will be evaluated as part of this factor.
Resumes for each key participant on the team, including definition of that
person’s role, relevant project experience, and current workload over the next
two (2) years shall be included. The resumes shall also contain, at a minimum:
company name/address; telephone number; points of contact; duties performed
by individual personnel; dates employed; qualifications; experience; skills;
availability; and credentials (education, training and certifications).

The Offeror shall set forth in its proposal the names and reporting relationships
of the key personnel the Offeror will use to perform the work under the
proposed contract. The Offeror’s proposal shall include the percentage of time
each will be devoted to the contract.

The Offeror shall also identify whether each proposed personnel is a current
full-time employee, current part-time employee, contingent-employee,
consultant, subcontractor, or other.

M.2.3 Factor 3 - Management Plan (0 – 20 Points)

Offerors shall submit a Management Plan. The Management Plan should
clearly explain how the Offeror intends to manage and implement the project.
Among other things, it should (i) provide a list of value engineering
recommendations, (ii) identify the key personnel and their specific roles in
managing the Project; (iii) identify the key milestone dates and provide a
narrative of the sequencing of activities and how the milestone dates will be
achieved; (iv) describe the cost control management structures that will be used
to ensure the Project is delivered on-budget; (v) identify the key challenges
inherent and specific to this project and (vi) explain a ‘value added’ approach
to overcome or mitigate the challenges. DCPL will also consider the experience
that the Contractor and its team members have working together on similar
projects.
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M.2.4 Factor 4 - CBE Utilization Plan (0 - 10 Points)

DCPL desires the selected Contractor to provide the maximum level of
participation for Local, Small and Disadvantaged Business Enterprises as well
as employment opportunities for District of Columbia residents. Offerors
shall submit a LSDBE Utilization Plan that describes demonstrated past
LSDBE utilization experience and/or how this goal will be met.

M.2.5 Factor 5 - Price (0 - 25 Points)

The price evaluation shall be objective. The Offeror with the lowest price shall
receive the maximum price points. All other proposals shall receive a
proportionately lower total score. Offerors shall submit the pricing information
required by Section B of this RFP. The following formula shall be used to
determine each Offeror's evaluated price score:

\[
\text{Lowest Price Proposal} \times 25 = \text{Evaluated Price Score}
\]

Price of Proposal Being Evaluated

M.2.9 Preference Points

Total of 12 preferences points shall be awarded as stated in Section M.4.

Total possible points = 112

M.3 Evaluation of Prompt Payment Discount

M.3.1 Prompt payment discounts shall not be considered in the evaluation of offers.
However, any discount offered shall form a part of the award and shall be taken
by the District if payment is made within the discount period specified by the
Contractor.

M.3.2 In connection with any discount offered, time shall be computed from the date
of delivery of the supplies to carrier when delivery and acceptance are at point
of origin, or from date of delivery at destination when delivery, installation and
acceptance are at that, or from the date correct invoice or voucher is received in
the office specified by the District, if the latter date is later than date of delivery.
Payment is deemed to be made for the purpose of earning the discount on the
date of mailing of the District check.
M.4 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 et seq. (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

M.4.1 Application of Preferences

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

M.4.1.1 Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).

M.4.1.2 Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.

M.4.1.3 Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.

M.4.1.4 Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

M.4.1.5 Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

M.4.1.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
M.4.1.7 Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.

M.4.1.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.4.2 Maximum Preference Awarded

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

M.4.3 Preferences for Certified Joint Ventures

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.4.4 Verification of Offeror’s Certification as a Certified Business Enterprise

M.4.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The Chief Procurement Officer will verify the Offeror’s certification with DSLBD, and the Offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

M.4.4.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:
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Department of Small and Local Business Development
ATTN: CBE Certification Program
441 4th Street NW, Suite 850N
Washington DC 20001

M.4.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional
information is required on certification procedures and requirement