

GOVERNMENT OF THE DISTRICT OF COLUMBIA

DEPARTMENT OF TRANSPORTATION

TRAFFIC OPERATION ADMINISTRATION



SPECIFICATIONS

INVITATION NO. DCKA-2014-B-0004

PROJECT:

***UNINTERRUPTABLE POWER SUPPLY, PHASE 2
(THEODORE ROOSEVELT BRIDGE TO K STREET CORRIDOR)
(14TH STREET BRIDGE TO K STREET CORRIDOR)***

Bids Will Be Publicly Opened By The Office Of Contracting and Procurement, Department of Transportation, 55 M Street, S.E., 4th Floor, Washington, D.C. 20003

Bids Will Be Opened On _____ At 2:00 P.M.

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION
TITLE PAGE – SPECIFICATIONS**

ISSUING OFFICE:

Office of Contracting and Procurement Bid Room
Located at
55 M Street, S.E., 4th Floor
Washington, DC 20003

Requests for clarification or interpretation of Bid Documents prior to date of Bid Opening:

ADDRESS TO: Chief Transportation Engineer
Infrastructure Project Management Administration
DC Department of Transportation
55 M Street, SE, Suite 400
Washington, D.C. 20003

Prospective Bidders:

To bid this contract, detach the Bid Form package, which is bound to the back of this book, fill out all forms along with Bid Guaranty as required, and submit it to the Issuing Officer prior to the time of bid opening.

TABLE OF CONTENTS

SP NO.	TITLE	PAGE NO.
1.	Scope	1
2.	Applicable Documents	1
3.	Definitions and Acronyms	1
4.	Background	1
5.	Requirements	2
6.	Functionality, Displays, and Controls	4
7.	Communications	6

SP NO.	TITLE	PAGE NO.
8.	Web Pages	7
9.	Power	8
10.	Documentation	8
11.	Installation	8
12.	Quality Assurance	10
13.	Warranty	11
14.	Installation (delivery to intersection, installation and testing)(CLIN 0002)	11
15.	Inspection and Acceptance	12
16.	Buy America Certification (Steel and Manufactured Products)	12
17.	Energy Conservation	12
18.	Clean Water	12
19.	Lobbying	13
20.	Access to Records and Reports	13
21.	Federal Changes	14
22.	Clean Air	14
23.	No Government Obligations to Third Parties	14
24.	Program Fraud and False or Fraudulent Statements or Related Acts	15
25.	Termination	15
26.	Government Wide Debarment and Suspension (Non Procurement)	16
27.	Contracts Involving Federal Privacy Act Requirements	17
28.	Civil Rights Requirements	17
29.	Breaches and Dispute Resolution	18
30.	Disadvantaged Business Enterprise	19
31.	Incorporation of Federal Transit Administration (FTA) Terms	19
32.	Full and Open Competition	20
33.	Prohibition Against Exclusionary or Discriminatory Specifications	20

SP NO.	TITLE	PAGE NO.
34.	Conformance with ITS National Architecture	20
35.	Access Requirements for Persons with Disabilities	20
36.	Notification of Federal Participation	20
37.	Interest of Members or Delegates to Congress	20
38.	Ineligible Contractors and Subcontractors	20
39.	Other Contract Requirements	21
40.	Compliance with Federal Regulations	21
41.	Real Property	21
42.	Access to Services for Persons with Limited English Proficiency	21
43.	Environmental Justice	21
44.	Environmental Protections	22
45.	Geographic Information and Related Spatial Data	22
46.	Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only	22
47.	Catalog of Federal Domestic Assistance (CFDA) Identification	22
48.	CFDA Number for the Federal Transportation Administration	22
49.	Coordination with Others	23
50.	Pre-Bid Conference	23
51.	Contract Type	23
52.	Protests	23
53.	Construction Completion Time	24
54.	Contractor Identification	24
55.	Disputes	24
56.	Applicable Wage Decision/Wage Rates	26
57.	Work and Storage Space	26
58.	Bid Guaranty	27

SP NO.	TITLE	PAGE NO.
59.	Salvaged Materials	27
60.	Construction Scheduling	27
61.	Failure to Complete on Time	27
62.	Contract Administration Data	28
63.	Pre-Award Approval	30
64.	Underground Vaults	30
65.	Contract Plans	30
66.	Utility Protective Alert	30
67.	Value Engineering Change (Proposal)	31
68.	Optional Materials	31
69.	Work Hours	31
70.	Weekend Work	32
71.	Night Shirt	32
72.	Project Security	32
73.	Utilities	32
74.	DDOT Title VI Assurance	33
75.	Insurance	34
76.	Subcontracting	36

APPENDICES

1. Subcontractor Approval Request Form (1 Page)
2. Standard Contract Provisions (27 Pages)
3. Equal Employment Opportunity/Affirmative Action Requirements (2 Pages)
4. Monthly Employment Utilization Report (2 Pages)
5. Disadvantaged Business Enterprise Participation (6 Pages)
6. Wage Determination No. 2005-2103(10 Pages)

The "STANDARD SPECIFICATIONS FOR HIGHWAYS AND STRUCTURES " 2009 is incorporated herein by references and are made a part of the requirements of this contract.

1 SCOPE

The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the District Department of Transportation (DDOT) is seeking the services of a contractor to supply and install bolt on uninterruptable power sources (UPS) on existing controller cabinets at 30 critical signalized intersections along critical public transit corridors. Coordinate with DDOT's TCO team to perform manual traffic control when signals are turned off to facilitate UPS installation.

Note: This specification is intended for the purposed of this project.
This specification may not replace or supersede any UPS specification previously published by DDOT unless by written notification from DDOT.

2 APPLICABLE DOCUMENTS

Item No.	Document Type	Title	Date
1.	Contract terms and conditions	Standard Specifications for Highways and Structures	2009
2.	Standard	National Electrical Code	Most Recent Version

3 DEFINITIONS AND ACRONYMS

- A. UPS-Uninterruptable Power Source
- B. ACISA-intersection ID number
- C. TC-Traffic Controller
- D. TCO-DDOT traffic control officer
- E. PEPCO- Potomac Electric Power company
- F. DDOT-District Department of Transportation
- G. FTA-Federal Transit Administration
- H. TIGER-U.S. Department of Transportation's (DOT) Transportation Investment Generating Economic Recovery
- I. BBS -Battery Backup System

4 BACKGROUND

- A. The District of Columbia maintains nearly 1600 signalized intersections within the city. Traffic signals help to provide safe travel for motorist and pedestrians. Traffic signals rely on electrical power from PEPCO. Due to frequent local power outages, DDOT feels that the public is placed at a greater risk when traffic signals are not functioning at major intersections. Previously, DDOT procured 200 portable gasoline generators for deployment during power outages. These

generators can take as long as two hours to deliver and connect to the traffic signal controller cabinet. DDOT has determined that the average power outage is usually no more than an hour. DDOT has also determined that Battery backup UPS systems may be a more effective way to deal with short term outages. DDOT has decided to continue deployment of bolt on UPS units as funding is available.

- a. DDOT has received a TIGER grant from the Federal Transit Administration. This grant is intended to enhance public transit throughout the region.
The installation of Battery based backup systems will enhance traffic signal reliability, and will ensure that transit signal priority systems will continue to function during short term power outages.
This specification was developed to ensure that systems provided as a result of TIGER funding, will meet the FTA's strict buy America requirement.
This specification is intended as an alternative to DDOT's previously issued UPS specification.

- B. When Power is turned off, there must be at least 2 uniformed DDOT, Traffic control officers performing manual traffic control to assist with save travel thru the intersection.

5 REQUIREMENTS

- A. The contractor shall provide all the management, supervision, labor, equipment, materials and supplies to supply and install uninterruptible power supply (UPS) for traffic signal control equipment and other communication devices at thirty (30) signalized intersections throughout the District.
- B. A uniformed DDOT, Traffic control officer shall manually control traffic during all Times that the signals are dark, and or when a flashing signal is determined to be unsafe.
- C. Some intersections may have as many as 3 controller cabinets which require separate UPS units. The contractor shall perform the work pursuant to contract terms and conditions and the applicable documents Section C.
- D. The UPS system must be line interactive topology and operational at all times to provide power conditioning and battery backup for clean and regulated power to all loads at all times against sags and surges.
- E. The UPS must protect devices against lightning, spikes, transients, line noise and power failure.
- F. The UPS must be compatible with the District Department of Transportation's 170 based 336S and 336SS controller cabinets and future 2070 traffic signal control equipment.
- G. The contractor shall supply UPS systems that meet the following performance specifications:
 - 1) UPS system shall be shall comply with the FTA TIGER grant's Buy America requirement.
 - 2) Supplier shall present proof of Buy America compliance at the time of bid submittal.

- 3) **Compatibility**
BBS shall be compatible with The District Department of Transportation's 336S and 336 Super stretch traffic controller cabinet, Model 170E Controllers, Model 2070 Controllers and cabinet components(including safety monitor) for full time operation.
BBS systems installation shall include required harness and compatibility with DDOT's existing generators.
- 4) **Run-Time**
UPS system shall provide a minimum eight (8) hours of full (on colors) run-time operation for an "LED-only" two (2) phase intersection(including Pedestrian signals on all phases)
- 5) **Output Capacity**
UPS system shall be able to provide a minimum of 1100W @ +25°C, continuous active output capacity, with 80% minimum inverter efficiency while running in Backup Mode (on batteries). The BBS shall be able to provide 850W @ +74°C, continuous active output capacity.
- 6) **Output Voltage**
When utilizing battery power, the BBS output voltage shall be between 110 VAC and 125 VAC, pure sine wave output, $\pm 3\%$ THD, 60Hz ± 0.05 Hz.
- 7) The BBS DC system voltage shall be 24 VDC.
- 8) **Transfer Time**
The maximum transfer time allowed, from disruption of normal utility line voltage to stabilized inverter line voltage from batteries shall be 40 milliseconds. The same maximum allowable transfer time shall also apply when switching from inverter line voltage to utility line voltage.
- 9) **Operating Temperature**
Operating temperature for the inverter/charger, and power transfer relay and manual bypass switch shall be -35 °F to +165°F
- 10) **AC Feedback**
BBS shall be equipped to prevent a malfunction feedback to the cabinet or from feeding back to the utility service.
- 11) **Surge Protection**
The BBS shall have lightning surge protection compliant with IEEE/ANSI C.62.41.
- 12) **Power & Control Connections**
The BBS shall be easily replaced by having easily removable AC input and output cables. The DC input connection shall be a one piece Anderson type connector. The external transfer relay control and battery temperature compensation cables shall be a quick release connector. The AC, DC, external transfer relay, and battery temperature compensation cables shall be removable without the use of a screwdriver.
- 13) **AC Connection**
The AC input and output shall be separate panel mounted plug / receptacles that allow no possibility of accidental exposure to dangerous voltages (male receptacle for AC Input and female receptacle for AC Output). The receptacles shall utilize some form of locking mechanism or hold down clamps in order to prevent accidental disconnects.
- 14) **DC Connection**
The DC connection shall be a recessed one piece Red Anderson style receptacle.
- 15) Relay / Temperature Probe Connection

The external power transfer relay control and battery temperature sense inputs shall be heavy duty panel mounted connectors. The temperature probe must have a lug for attaching the sensor to the battery.

16) **General Connections**

All connections shall provide mechanically and electrically secure connections without the use of a screwdriver. The only exception will be the main service panel.

17) **Unit Failure**

In the event of inverter/charger failure, battery failure or complete battery discharge, the power transfer relay shall revert to the NC (and de-energized) state, where utility line power is connected to the cabinet.

18) **Overload**

The Battery Backup System must be able to shutdown to protect against internal damage in the event of an overload at its' output.

6 FUNCTIONALITY, DISPLAYS, AND CONTROLS

A. Standby Type System - There shall be two, user adjustable transfer point set types if the user wanted to use the BBS as a "Standby" type system instead of the default "line Interactive" type system. The user will be able to select either "Normal" or "Generator" transfer points. The user will be able to set the low and the high cutoff transfer points which are adjustable between 100 and 130 AC volts

B. If the BBS is configured to use these adjustable transfer points, the BBS shall bypass the utility line power whenever the utility line voltage is outside of the set transfer points ($\pm 2\text{VAC}$).

C. In cases of low (below the set low cutoff point) or absent utility line power, when the utility line power has been restored at or above 5 VAC ± 2 VAC of the set low cutoff point for more than 30 seconds (or the user configured line qualify time), the BBS shall transfer from battery backed inverter mode back to utility line mode.

D. In cases of high (above the set high cutoff point) utility line power, when the utility line power has been restored at or below 5 VAC ± 2 VAC of the set high cutoff point for more than 30 seconds (or the user configured line qualify time), the BBS shall transfer from battery backed inverter mode back to utility line mode.

E. **Voltage thresholds:**

The BBS shall be line interactive by default, and shall go on line when the incoming AC line is 100 VAC or less, or when the incoming line voltage is 130 VAC or above.

F. **BBS online logging**

System BBS online shall be logged by, date, time and Duration

G. **LCD Display**

The Main Controller/Inverter has a 4 line by 20-character LCD display with a white LED back light.

The main LCD screen shall indicate information regarding; transfer points, transfer point type, time of day status, utility input voltage, charger on/off status, battery percent of charge, battery voltage, BBS Mode, a scrolling line of text (which automatically lists any faults, alarms and relay

status information), inverter event counter and run time meter. The run time meter shall indicate run time in hours and minutes. The display shall be temperature compensated and have a user selectable contrast adjustment by pressing "Enter" at the main screen.

H. **Keypad**

The BBS shall have a 4-way navigational keypad so that the user can navigate the menu system by using "↑", "↓", "←", "→", "Enter", and "Esc" keys. There shall also be an "Inv" key to turn the inverter on or off.

I. **Status LED's**

The BBS shall have three status LED's.

Green LED "Output" – This is to be on any time the BBS is providing output.

Red LED "Fault" – This is to be on any time there are any faults in the system.

Yellow LED "Alarm" – This is to be on anytime there are alarms on the system.

J. **Charger**

The BBS shall have an integral or stand-alone charger. The charger shall provide battery bank charging based.

On battery size and charging current required.

The BBS shall use a temperature-compensated battery charging system. The charging system shall compensate over a range Specified by the battery bank size and manufacturer specifications.

The battery temperature sensor shall be external to the inverter/charger unit. The temperature sensor shall be wired to facilitate the best temperature measurement.

Batteries shall not be recharged when battery temperature exceeds 50 °C ± 3 °C.

Recharge time for the battery, from "protective low-cutoff" to 80% or more of full battery charge capacity, shall not exceed ten (10) hours.

K. **Backup Counter and Run time**

The BBS shall include a front-panel event counter display to indicate the number of times the BBS was in Battery backup; and a front-panel hour meter to display the total number of hours and/or minutes the unit has operated in those modes since last reset. The run time shall be displayed in HHH:MM format. All meters shall be re-settable. The information displayed shall be cumulative since last reset.

L. **Event Log**

There shall be an event log that is 256 lines in length. Data shall be recorded in a FIFO format so that the oldest record is purged as the newest is entered. The event log shall date and time stamp all events. Each event that is recorded will also show the operating mode of the BBS before the event (Standby, Backup).

M. **Dry Relay Contacts**

The BBS shall provide the user with 6 programmable dry relay contacts. These dry relay contacts shall be rated for 3 amps @ 125 Vac. Each relay can be programmed to trigger by more than one condition simultaneously. If any relay is energized, it will show up on the main screen of the LCD, Ethernet web browser, and the RS-232 menu. The programming options are as follows:

ON BATTERY

LOW BATTERY
TIMER
TIME OF DAY
ALARM
FAULT
BBS FAILURE
OFF

N. Battery Voltage Test Points

The BBS shall include a LCD display to indicate battery voltage and standard meter probe input jacks (+) and (-) to read the battery voltage externally.

O. Circuit Breakers

The BBS shall be equipped with Input and Output AC circuit breakers. The BBS shall also have a DC input circuit breaker.

P. Time of Day Program

The BBS shall be equipped with a Time Of Day (TOD) program. The user can set the beginning and the end time of the TOD program. The user can also "Enable" and "Disable" the program. Operation is such that if the program is enabled and the BBS goes to Backup mode, the TOD program will energize any dry contact relays that are programmed for TOD. If the BBS is still in Backup mode and the TOD program has expired, any relay that was energized by the TOD program will de-energize when the TOD program expires.

Q. Keypad Password Protection

The BBS Configuration and System menus (on LCD) shall be password protected with a 6 digit alphanumeric password. The password feature can be disabled by the user in the System menu. This feature by default is disabled.

R. Web Browser Password Protection

The web browser shall be password protected and require a user ID and a password. This feature by default is disabled.

S. Bypass Switch

The manual bypass switch module and power transfer relay shall be rated at 240VAC/30 amps.

7 COMMUNICATIONS

A. The UPS must be the capability to provide Ethernet and IP addressing communications for inclusion in systems with the capability for remote monitoring and programming. This capability must be provided internal to the unit.

C. User Configuration, System, and Status Menus

All BBS Configuration, System, and Status menus shall be accessible and programmable from the RS-232 port and from the Ethernet port. Additionally, all log files shall be available through these ports.

- D. (RS-232) - The BBS shall have RS-232 communications. The communications port shall be an EIA-232 (DB9-Female) connector.
The data transmission rate shall be user adjustable between 300 and 115200 baud.
- E. Ethernet
The BBS shall have an Ethernet port as standard. The Ethernet port shall be an RJ45, EIA 568B pin out type connector. The data rate shall be 100mbps.
The BBS shall have an embedded web server.
- F. The Ethernet port shall have user configurable IP, subnet mask, and gateway.
- G. The firmware and web pages for the BBS shall be upgradeable through the Ethernet port using a Java applet. The applet shall have:
 - I. User input box for the IP address of the system that is to be upgraded.
 - II. "Connect" button to initiate communication to the BBS which reports current Model Number, Serial Number, MAC Address, System DC Voltage, and Firmware & Web page version levels.
 - III. "Update" button that when clicked automatically updates the BBS firmware and web pages on the BBS without the user having to select files for uploading.
 - IV. Two progress bars that show that the web pages file and firmware file are being uploaded.
 - V. At the end of the update the applet shall state to the user "All Operations Complete."

8 WEB PAGES

- A. Shall have a header area that shows location, date, time, firmware version, BBS Mode, quick status updates of alarms –faults –and relay status. This header is to be on every web page.
- B. Shall have a Configuration page that allows for configuration of; sense type, transfer points (normal and generator), line qualify time, Time of Day program, self-test, low battery relay in percent, timer relay, and dry relay contacts.
- C. Shall have a Status page that shows the current settings of; sense type, transfer points, line qualify time, Time of Day program, self-test, and dry relay contacts.
- D. Shall have a System page to configure; location, date, time, password, user ID, IP address, subnet mask, and gateway address.
- E. Shall have an email page to configure which events trigger an email. It also shall allow input of up to 6 email addresses.
- F. Shall have a 256 line event log (FIFO). The event log shall be able to be printed from the web browser. The event log shall be able to be saved as an htm file. The event log shall also be able to be copied and pasted into an excel spreadsheet.
- G. Vendor shall agree to provide any required API or SDK to facilitate integration into ATMS systems for central monitoring.

9. POWER

The AC power interface must be an independent panel design meeting the following minimum requirements.

- A. The Independent Panel Design must be used primarily for existing cabinets being retrofitted with UPS systems. This panel must be mounted in close proximity to the existing power interface and must provide the following: a 50A 120VAC single phase electrical service interface must be required at the direction of the engineer to support relocation of incoming utility service wiring to the new panel power-in terminal strip with a properly rated circuit breaker to control the utility power state, a surge suppressor to protect the UPS, the wiring to the Manual Bypass Switch must be integrated into this panel for incoming AC Power such that all wires are accessible within this panel on identified terminal stripes that will allow for the maintenance of the equipment using only standard hand tools. The output AC power from the Manual Bypass Switch shall be terminated on the original incoming utility power service terminals. The panel shall be covered with plexi-glass or other approved material to minimize the risk of electrical hazards.
- B. Status/Alarms: The Status/Alarms outputs of the UPS must be interfaced into the traffic controller through appropriately defined status inputs to report the conditions required above. Logic Common from the traffic controller must be provided to the common side of the status/alarm terminations and the status/alarm output must be returned to the controller.
- C. UPS assembly must include appropriate terminations and relays to facilitate connection of existing PHOTO ENFORCEMENT EQUIPMENT.
- D. Photo enforcement equipment must be connected in a manner that will not provide power from the UPS system when UPS system is in operation and in standby mode (photo enforcement equipment must be connected to always draw from PEPCO feed, and must not operate when intersection is on battery power).
- E. The Contractor shall provide three blue and white prints of the control circuit diagram. The blue and white prints shall be produced from the original diagram and must be clear and legible. The Contractor shall install two copies of the circuit diagram inside the traffic signal controller cabinet or in the UPS cabinet in the ready accessible water resistant enclosure and must furnish one additional copy to the Engineer. The Contractor shall provide one set of the following to the Engineer: equipment list, operation and maintenance manuals, board level schematic diagram and wiring diagrams of the UPS and battery data sheets.

10. DOCUMENTATION

- A. An additional copy of the UPS software on CD or Jump drive must be provided to the Engineer at no additional cost.

11 INSTALLATION

- A. Procedures: The contractor shall deliver each UPS cabinet to the targeted intersection as a pre-configured, tested package; ready to be bolted onto the existing controller cabinet.
- B. Contractor shall follow all DDOT construction standards and permitting regulations.
- C. UPS assembly must be delivered to location fully charged and load tested.
- D. Contractor shall schedule a pre-installation field visit to each targeted location. The pre-installation visit shall include a designated representative from DDOT. The pre-installation visit shall determine the actual side of the controller cabinet that the UPS cabinet will be attached.
- E. Contractor shall take digital photograph of the targeted cabinet, and shall illustrate on the photograph, the actual mounting location of the UPS assembly.
- F. DDOT shall approve or disapprove the proposed mounting location based on the PDF submittal.
- G. Contractor shall notify the DDOT, representative a minimum of five days prior to beginning work. The traffic signal must not be disconnected from utility power unless a representative of the DDOT representative is present.
- H. Contractor shall securely attach UPS assembly to the approved side of the existing traffic controller cabinet.
- I. UPS assembly must be attached with no less than 4 of the appropriately sized bolts and fenders washers.
- J. All cable feed thru holes must be standard conduit sized and include feed chase nipples with appropriate bushings.
- K. UPS system must include mating connector to facilitate interface with DDOT Traffic signal emergency generator.
- L. UPS system must be connected to allow any existing generator ports to provide charging voltage to the battery banks during long term outages.
- M. UPS system must be tested under full intersection load prior to PEPCO power being restored and while intersection is still under manual control by TCO to insure proper operation.
- N. Wiring for the UPS within the traffic signal controller cabinet and within the UPS cabinet (when required) must be sized in accordance with the NEC and must conform to the requirements the Agency Specifications. Wiring panels and terminal blocks must be neatly finished and clearly and permanently marked. Conductors must be neatly arranged and bundled in groups with cable ties. The bundled conductors shall not obstruct access to other circuits and terminals in the cabinet. A listing, indicating terminal numbers with a description of their use, shall be attached to the cabinet door and overlaid with a clear, plastic covering. Edges of the plastic overlay shall be sealed with a clear waterproofing compound. Unless cable is passing through

the cabinet uninterrupted, incoming and outgoing conductors must have each wire connected to terminal post positions.

- O. The UPS cabinet assembly shall be side mounted on existing traffic controller cabinet.
- P. Cabinet for UPS must be weatherproof and constructed of welded sheet anodized aluminum, 0.125-inch minimum. Cabinet finish must include graffiti resistant coating. Cabinet mounting attachments must be durable, corrosion resistant, compatible with the aluminum of the cabinet or isolated from it and of heavy-duty construction. Cabinets shall be no larger than 50 inches in height, 15 inches in width, and 10 inches in depth.
- Q. Doors: Cabinet doors shall provide full access to the cabinet interior and must have gaskets to ensure weatherproofing. The door must be equipped with the Agency's standard tumbler lock. Two keys for each cabinet shall be provided to the Engineer. Hinges must be stainless steel and continuous. Doors must have a doorstop arrangement that will allow it to be firmly positioned at 90 and 135 degrees, \pm 10 degrees. The locking system for cabinets must be a three-point draw roller system. Rollers must be fabricated from nylon with a diameter of at least 8/10 inch. The door opening shall be double flanged on all four sides.
- R. The door must have a screened and louvered vent design to prevent rain entry, with a standard size furnace vent filter. The filter tray shall be sized to house and secure the filter in place. The screen shall be constructed from at least 0.031-inch aluminum with 1/8-inch diameter openings positioned on 3/16 inch staggered centers. The screen must be placed on the inlet side of the filter and held in place by the filter or silicone adhesive.
- S. Battery banks may be installed inside main cabinet if space is available between cabinet shell walls and equipment rack rails. It is preferred that all battery banks be installed in bolt on cabinet. If Battery bank technology conforms to the 'living hinge, Nickel Zinc technology, contractor shall submit a typical battery installation detail for DDOT approval, prior to taking delivery of any units.
- T. Inverter/ Charger may be installed in bolt on cabinet or in main controller cabinet if space is available.
- U. Battery banks and charging system shall allow stand-alone charging and hot swapping of batter banks in the field cabinet.

12 QUALITY ASSURANCE

- A. Each BBS shall be manufactured by an ISO 9001:2008 certified company in accordance with a manufacturer Quality Assurance (QA) program.
- B. QA process and test results documentation shall be kept on file for a minimum period of seven years.
- C. Each system shall be visually inspected for any exterior physical damage or assembly anomalies. Any defects shall be cause for rejection.

- 1) Procedures: When installing UPS at an existing traffic signal controller cabinet location, the Contractor must notify the Agency Engineer a minimum of five days prior to beginning work. The traffic signal must not be disconnected from utility unless a representative of the Agency Traffic Engineer is present and then only during the time of day and day of week designated by the Agency Traffic Engineer.

13 WARRANTY

- A. The UPS, in its entirety, must be warranted for two years from the date of installation against defective material and workmanship. Batteries warranty must be a minimum of 5 years and must not be prorated during the warranty period.
- B. The Contractor must provide three blue and white prints of the control circuit diagram. The blue and white prints shall be produced from the original diagram and must be clear and legible. The Contractor must install two copies of the circuit diagram inside the traffic signal controller cabinet or in the UPS cabinet in the ready accessible water resistant enclosure and shall furnish one additional copy to the Engineer. The Contractor must provide one set of the following to the Engineer: equipment list, operation and maintenance manuals, board level schematic diagram and wiring diagrams of the UPS and battery data sheets.

14 INSTALLATION (delivery to intersection, installation and testing)

- A. Miscellaneous conduit, wiring and installation materials.
- B. Contractor shall furnish and install all hardware, conduits, and wiring materials needed for the complete installation and connection of the UPS cabinet at the intersection.
- C. All proposed material documentation shall be submitted to DDOT for approval before being used as a part of this project.
- D. Contractor shall submit for approval: a detailed schematic and functional diagram of the proposed bolt on UPS assembly.
- E. Diagrams shall be separately specific to the 336S and 336SS controller cabinet, and shall detail all cabinet alterations, and cable routing.
- F. Emergency traffic control
 - 1) The contractor shall acquire services from the District Department of Transportation Traffic control officers.
 - 2) The contractor shall submit to the project manager, proposed installation, one week in advance.
 - 3) Proposed installation list shall be submitted for the entire week (5 day work week).

15. INSPECTION AND ACCEPTANCE

- A. The inspection and acceptance requirements for the resultant contract must be governed by clause number five (5) Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.
- B. Contractor must set up and demonstrate a fully functional version of the proposed system in the form of a mock up intersection at the DDOT warehouse.
- C. Test model must be connected to 8, 3 section, 12 inch LED vehicle heads, 8 full pedestrian signals with count downs.
- D. Test unit must provide battery power to the mock intersection for no less than 8 hours.
- E. Any failure of the Test system for more than 15 minutes shall require a restart of the test from the beginning.
- F. A successful test period shall be witnessed by the COTR or by a designated representative of the COTR.

16. Buy America Certification (Steel and Manufactured Products)

Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000)

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the US for 15 passenger vans and 15 passenger wagons produced by Chrysler Corp., software, microcomputer equipment and small purchases (currently less than \$100,000) made with capital, operating or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

17. Energy Conservation

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

18. Clean Water

All Contracts and Subcontracts over \$100,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each

violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

19. Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

20. Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11). FTA does not require the inclusion of these requirements in subcontracts.

21. Federal Changes

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

22. Clean Air

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

23. No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US

Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

24. Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate. (2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate. (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

25. Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

26. Government Wide Debarment and Suspension (Non Procurement)

Applicability – Contracts over \$25,000

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27. Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

28. Civil Rights Requirements

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff

or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, contractor shall comply with any implementing requirements FTA may issue.

(b) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.

(3) Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

29. Breaches and Dispute Resolution

All contracts over \$100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

30. Disadvantaged Business Enterprise

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is zero percent (0%). If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

31. Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

32. Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

33. Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

34. Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

35. Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

36. Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

37. Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

38. Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If

contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

39. Other Contract Requirements

To the extent not inconsistent with foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

40. Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

41. Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

42. Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

43. Environmental Justice

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

44. Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

45. Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

46. Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

47. Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

48. CFDA number for the Federal Transportation Administration

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SFSAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

49. COORDINATION WITH OTHERS

This Special Provision supplements 103.01, Article 18 of the Standard Specifications.

In preparation of his/her bid, the bidder is advised to take into consideration of the fact that other contracts have been, will be or may be working in the vicinity of the project area (that are to be assigned during the course of the contract). The Contractor shall coordinate his work and cooperate fully with all others in order to eliminate or curtail delays and interference of any kind. Particular attention shall be paid with regard to proper maintenance of highway traffic through the project area. The Contractor shall perform his lane closing and reopening so as not to cause interference with others or to be in conflict with performance of traffic maintenance by others.

The District assumes no liability for contract delays or cost resulting from performance or non-performance of others.

The District will not consider any claims for compensation due to delay, other than written authorized time extension.

50. PRE-BID CONFERENCE:

Should DDOT determine a pre-bid conference is necessary, prospective bidders are invited to attend a meeting to discuss the proposed work under this contract. The meeting will be held at 55 M Street, S.E. Washington, DC 20003. Bidders will be notified of the room number, date and time by Addendum.

Representatives of the Department will be available to answer questions relative to the work. Bidders who expect to attend should inform the Department prior to the meeting date. Any pertinent date or change resulting from the conference will be included in any addendum issued to all prospective bidders after the conference; however, the importance of attending the meeting is stressed. Any questions or conflicts identified prior to bid should be brought out during this meeting.

51. CONTRACT TYPE

In accordance with Title 27 DCMR, Chapter 24, the contract type shall be fixed-price.

52. PROTESTS

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

53. CONSTRUCTION COMPLETION TIME

This Special Provision supplements 108.06 of the Standard Specifications.

The Contractor shall start work on the date specified in a written Notice to Proceed issued by the Contracting Officer and complete the work within THREE HUNDRED SIXTY-FIVE (365) CONSECUTIVE CALENDAR DAYS, after specified starting date.

54. CONTRACTOR IDENTIFICATION

All contractors doing business with the District of Columbia Government shall have a Federal Identification Number.

Please refer any questions regarding this matter to the Office of the Chief Financial Officer, (202) 671-2300, of the D.C. Department of Transportation.

55. DISPUTES

A. All disputes arising under or relating to this contract shall be resolved as provided herein.

B. Claims by a Contractor against the District.

Claim, as used in Section B of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

(a) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The contractor's claim shall contain at least the following:

- (1) A description of the claim and the amount in dispute;
- (2) Any data or other information in support of the claim;
- (3) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
- (4) The Contractor's request for relief or other action by the contracting officer.

(b) The Contracting Officer may meet with the contractor in a further attempt to resolve the claim by agreement.

(c) For any claim of \$50,000 or less, the Contracting Officer shall issue a decision within sixty (60) calendar days from receipt of a written request from a Contractor that a decision be rendered within that period.

(d) For any claim over \$50,000, the Contracting Officer shall issue a decision within ninety (90) calendar days of receipt of the claim. Whenever possible, the Contracting Officer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

(e) The Contracting Officer's written decision shall do the following:

- (1) Provide a description of the claim or dispute;
- (2) Refer to the pertinent contract terms;
- (3) State the factual areas of agreement and disagreement;

- (4) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (5) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (6) Indicate that the written document is the contracting officer's final decision; and
 - (7) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (f) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.
- (g) (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.
- (2) Liability under this paragraph (f) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (h) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Official Code § 2-309.04.
- (i) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.
- C. Claims by the District against a Contractor
- (a) Claim as used in Section C of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (b) (1) All claims by the District against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer.
- (2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:
- (a) Provide a description of the claim or dispute;
 - (b) Refer to the pertinent contract terms;
 - (c) State the factual areas of agreement and disagreement;
 - (d) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (e) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (f) Indicate that the written document is the Contracting Officer's final decision; and

- (g) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The decision shall be supported by reasons and shall inform the Contractor of his or her rights as provided herein.
- (4) The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
- (5) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the District as authorized by D.C. Official Code §2-309.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

56. APPLICABLE WAGE DECISION / WAGE RATES

This Special Provision supplements 103.02 A of the Standard Specifications.

In accordance with applicable provisions of 29 CFR Part 1 which require that the correct wage determination and the appropriate wage rates therein be incorporated into this contract. **General Wage Decision No. 2005-2103** is bound herein and contains the specific applicable wage rate(s) which is:

Service Contract Wage Rates

Further, as set forth in 29 CFR Part 1, Section 1.6(c)(3)(IV), if the intent to award letter is not issued within ninety (90) days of bid opening, all intervening modifications (or new wage decision) are made a part of this contract. The Contractor will be reimbursed this added labor cost.

57. WORK AND STORAGE SPACE

This Special Provision supplements 103.01 Article 17B of the Standard Specifications.

No work and storage area is being designated. The Contractor shall be fully responsible for seeking necessary space and undergoing all required negotiations with the owner of the property to secure its use and for restoring the area to its original condition and to the satisfaction of the Engineer.

The Contractor shall arrange for additional employee parking and storage space, if necessary, at his own responsibility and at no additional expense to the District.

Work area limits have been established under the contract. The limits of disturbance shown in the respective plans shall be assumed to be the work area limits. Any disturbance to areas beyond these limits is not permitted, and any such encroachment will be at the risk and cost of the contractor.

58. BID GUARANTY

This Special Provision revises 102.01 Article 12 of the **INSTRUCTIONS TO BIDDERS, STANDARD SPECIFICATIONS FOR HIGHWAYS AND STRUCTURES, 2009:**

The bid guaranty period shall be **ninety (90)** calendar days after opening of the bids. An Irrevocable Letter of Credit or United states government securities that are assigned to the District which pledge the full faith and credit of the United States are acceptable.

59. SALVAGED MATERIALS

This Special Provision supplements 106 of the Standard Specifications.

Any salvaged materials considered by the Engineer to be useful to the District shall be delivered to a designated storage yard. All other material shall be removed from the job site and be disposed of properly by the Contractor. No direct measure will be made for this work. Payment for this work shall be incidental to appropriate pay item.

60. CONSTRUCTION SCHEDULING

This S.P. supplements 108.03 of the Standard Specifications.

The contractor shall submit to DDOT a complete work plan showing how the entire work will be completed at least 14 calendar days prior to the start of construction. Furthermore, the contractor shall prepare detailed schedule for one month in advance and submit to DDOT for approval 10 calendar days before the month begins.

The Contractor shall schedule his work so that the requirements of MAINTENANCE OF HIGHWAY TRAFFIC are satisfied.

Prior to processing of any partial payment, DDOT electrical inspectors will inspect and approve all completed work for compliance with contact requirements. The inspectors will verify material used and the accuracy of the quantities submitted for billing.

The contractor will submit his monthly payment requisition to the District based on the quantities approved by the electrical inspectors. The invoice will contain an itemized list of each pay item on the work order and the approval of the inspector.

61. FAILURE TO COMPLETE ON TIME

Replace 108.07 of the Standard Specifications with the following:

For each calendar day that contract works remains incomplete after expiration of the specified construction completion time, the sum of \$400.00 has been set by the Contracting Officer as liquidated damages from any money due the Contractor.

The Contractor's operation after expiration of construction completion time as extended will in no way waive the District's rights under the contract.

62. CONTRACT ADMINISTRATION DATA

Contracting Officer: Contracts may be entered into and signed on behalf of the District Government only by the contracting officers. The contracting officer is the only District official authorized to contractually bind the District. The Contracting Officer (CO) is Ms. Courtney B. Lattimore, DC Department of Transportation, Office of Contracting and Procurement, 55 M Street, S.E., 7th Floor, Washington, D.C. 20003, telephone number (202) 671-2270.

Authorized Changes by the Contracting Officer:

- A. The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- B. The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- C. In the event the Contractor effects any changes at the discretion of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contracting price to cover any cost increase incurred as a result thereof.

Contract Administrator (CA)

The term CA is synonymous with the term District's Engineer. The District's Engineer for this contract is:

Name: Mr. Harvey Alexander
Title: Program Manager
Agency: District Department of Transportation
Address: 2000 14th Street NW 2nd Floor
Washington, DC 20009
Telephone: (202) 671-1495

The CA will have the responsibility of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The CA will act as the contracting officer's (CO) representative for technical matters, providing technical direction and discussion, as necessary with respect to the specifications or statement of work, and monitoring the progress and quality of the contractor's performance. Other responsibilities include the following:

- A. Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- B. Coordinating site entry for Contractor personnel, if applicable;
- C. Reviewing and approving invoices for fixed-price deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's Payment provisions; and

- D. Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoices/vouchers.

It is understood and agreed, in particular, that the CA is not a contracting officer and does not have the authority to:

- A. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
- B. Grant deviations from or waive any of the terms or conditions of the contract;
- C. Direct the accomplishment of effort, which is beyond the scope of the statement of work in the contract;
- D. Increase the dollar limits of the contact or authorize work beyond the dollar limit of the contract, or authorize the expenditure of funds by the Contractor;
- E. Change the period of performance; and
- F. Authorize the furnishing of District property, except as specified under the contract

When in the opinion of the contractor, the COTR requests effort outside the existing scope of the contract, the contractor shall promptly notify the contracting officer in writing. The contractor under such direction shall take no action until the contracting officer has issued a modification to the contract or until the issue has been otherwise resolved.

ORDERING AND PAYMENT

The contractor shall not accept orders of items under this contract unless a purchase order has been issued. The participating agency shall be the Department of Transportation.

Invoices shall be submitted in duplicate to the DC Department of Transportation, Public Works & Motor Vehicles, Office of the Chief Financial Officer, Customer Care Division, 2000 14th Street, N.W., 6th Floor, Washington, D.C. 20009, Telephone (202) 671-2300.

Each invoice must provide the following minimum information:

- Contractor's name, address, invoice number and date;
- Contract line item number (CLIN) being billed for payment and total amount due;
- Purchase order and contract number;
- Addressee's name and address;
- Period of service;
- Description of services and deliverables provided;
- Name, title, signature and phone number of preparer; and
- Name of the contracting officer's technical representative.

Payment may be delayed for improperly prepared invoices.

63. PRE-AWARD APPROVAL

Pursuant to Title XXII of the "Fiscal Year 2003 Budget Support Amendment Act of 2002", D.C. Law 14-307, effective June 5, 2003, the Mayor must submit to the Council for approval any contract action over one million dollars.

64. UNDERGROUND VAULTS

This S.P. supplements Article 17(E) of the General Provisions 103.01 of the Standard Specifications.

The Contractor shall take necessary measures to prevent damage to existing underground vaults within or adjacent to the project. It shall be the Contractor's responsibility to determine exact locations for all underground vaults in the field.

In case of damage to underground vaults by the Contractor, the Contractor shall restore such underground vaults to a condition equivalent to that which existed prior to the damage by repairing, rebuilding, waterproofing or as may be directed by the Engineer, at the Contractor's expense.

65. CONTRACT PLANS

Certain detail drawings for specific items are included in the Appendix. In addition, DDOT's Standard Drawings, 2009 is also made part of this contract. Specific drawings are included in the contract plans.

66. UTILITY PROTECTIVE ALERT

This S.P. modifies 107.16 of the Standard Specifications.

On top of page 100, delete table above paragraph beginning "*GSA shall be and replace with the following:

<u>NAME</u>	<u>TELEPHONE NO.</u>	<u>FACILITIES</u>
"Miss Utility" for Wash, Gas Light Co., Verizon, PEPCO, AT&T	800-257-7777	Gas lines; telephone, electric and communication conduits and cables.
DC Water and Sewer Authority	612-3400	Water mains and Sewers
DDOT	442-4549	Fire alarm electrical systems
	671-2710 (day) 727-6161 (night)	Street lighting inspection Traffic signal systems

67. VALUE ENGINEERING CHANGE PROPOSALS

This SP modifies 104.03 of the Standard Specifications.

(A) GENERAL – This contract allows the use of Value Engineering Change Proposal (VECP's) which are initiated and developed by the Contractor to change the Contract drawings and specifications, or other requirements of this Contract for the purpose of reducing the total cost of construction without reducing design capacity or quality of the finished product.

68. OPTIONAL MATERIALS

This Special Provision supplements 106 of the Standard Specifications.

The District will not consider any alternatives to the following items:

- A. Electrical Conduits
- B. Light Standards
- C. Electrical Conductors

The Contractor shall supply the material of the products involved exactly as shown on the plans and as described in the Standard Specifications and these Special Provisions.

For all other finished or semi-finished materials or products, an optional equivalent will be permitted by the accepted bidder only. The alternate material shall meet in all respects the requirements of the pertinent ASTM, AASHTO, Federal Specifications, DDOT Specifications, or other specifications, which would be applicable to the particular item and result in no additional cost to the District or additional contract time. The District will review any proposal for an equivalent item immediately after bids have been opened in order that approval or rejection can be determined by the District.

69. WORK HOURS:

This S.P. supplements and modifies 103.01 Article 17.C, 105.10 and 105.11.

Work may be performed outside of the following hours only when required or allowed by contract specifications or with the advanced notice to and approval by the Contracting Officer:

Monday through Friday 9:30 AM to 3:30 PM (except holidays).

Upon written request, an extension of this time period may be granted; however, work hours beyond these limits may be granted for only maintenance of traffic activities, emergencies, work stipulated to be performed at night and other activities specifically granted in writing by the Engineer

70. WEEKEND WORK

This S.P. supplements 105.10.

Most scheduled work will be performed Monday through Friday. However, weekend work may be required as determined by the Engineer in congested areas where serious traffic difficulties would result if the work were performed during the normal workweek.

71. NIGHT WORK

Night work will be not permitted under this contract without prior permission from DDOT. In the event that it is permitted, 105.11 of the Standard Specifications will apply.

72. PROJECT SECURITY

GENERAL

Portions of the general project site will be open to the public during construction. The Contractor shall take necessary measures to prevent vandalism and theft of materials, equipment and tools as well as the completed work on the project site. The DDOT shall not be held liable for any loss or damage resulting therefrom.

MEASURE AND PAYMENT

No direct measure or payment will be made. The cost of project security shall be reflected, and distributed among the various contract Pay Items.

73. UTILITIES

This Special Provision supplements 103.01 Article 17E of the Standard Specifications.

It is understood and agreed that the Contractor has considered in his/her bid all of the permanent and temporary utility appurtenances in their present or relocated positions. No additional compensation will be allowed for reasonable delays, inconveniences, or damage sustained by the Contractor due to any interference from the said utility appurtenances or the operation of moving them. The Contractor shall be responsible for notifying all affected utility companies before performing any work on their utilities, and shall cooperate with them in achieving the desired result.

The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations. It is intended that these operations progress in a reasonable manner, and that services rendered by those parties will not be interrupted.

In the event of interruption to utility services because of accidental breakage or because of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the authority in the restoration of service. No work shall be undertaken around fire hydrants until the local fire authority has approved provisions for continued service.

The Contractor shall maintain coordination with the public utility companies before to the start of construction and during all construction phases of the project.

74. DDOT TITLE VI ASSURANCE

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) COMPLIANCE WITH REGULATIONS

The contractor shall comply with the Regulations relative to Non-Discrimination in Federally Assisted Programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, (hereinafter referred to as the "Regulations"), as they may be amended from time to time, which are incorporated by reference and made a part of this contract.

(2) NON-DISCRIMINATION

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, gender or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. A contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) SOLICITATIONS FOR SUBCONTRACTORS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, gender, or national origin.

(4) INFORMATION AND REPORTS

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by DDOT or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to DDOT, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) SANCTIONS FOR NON-COMPLIANCE

In the event of the contractor's non-compliance with non-discrimination provisions of this contract, DDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- withholding of payments to the contractor under the contract until the contractor complies, and/or
- cancellation, termination, or suspension of the contract, in whole or in part.

(6) INCORPORATION OF PROVISIONS

The Contractor shall include the provisions of paragraphs (1) through (6) of this Assurance in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as DDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction, the contractor may request DDOT to enter into such litigation to protect the interests of DDOT, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

75. INSURANCE

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

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

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

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

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

If projects hereunder include water operations, the U.S. Longshoremen and Harbor Workers' Compensation Act and Maritime endorsements must be purchased and attached to employers' liability insurance policy.

4. Installation-Floater Insurance. For projects not involving structures, the contractor shall provide an installation floater policy with a limit equal to the full contract value. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the contractor; and name the District of Columbia as the loss payee on the policy, as its interests may appear. A waiver of subrogation in favor of the District of Columbia shall be included.]
5. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000.00 per occurrence, including the District of Columbia as additional insured.

- B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; and any required Professional Liability for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.
- D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

- E. Measure of Payment. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this Insurance Section prior to commencing work. Evidence of insurance shall be submitted to:

Courtney B. Lattimore, Contracting Officer
District Department of Transportation
Office of Contracting & Procurement
55 M Street SE 7th Floor
Washington DC 20003
202-671-2270/courtney.lattimore@dc.gov

76. SUBCONTRACTING

This Special Provision supplements 108.01 of the Standard Specifications.

The subcontractor approval request form included herein should be used to request approval of subcontractors on this project. The form should be completed for each subcontractor requested for approval and submitted to:

**Attention: Contracting Officer
Department of Transportation
55 M Street SE, 7th Floor
Washington, DC. 20003**

A copy of this form is provided in the Appendices.

Copies of subcontracts shall be made available for review at any time by representatives of the Department of Transportation and the Federal Highway Administration.

SUBCONTRACTOR APPROVAL REQUEST

(1) Project Name		(2) Invitation No.	
(3) Prime Contractor's Name		(4) Address	
(5) Estimated Starting Date		(6) Estimated Completion Date	(7) F.A.P. #
(8) Subcontractor's Name, Address & Phone No.		(9) Number of Subcontractor Employees in Workforce	(10) Number of DC Residents employed
(11) Pay Item	Item Description	Dollars	Cents
Check Items listed below (13-16) that are included in subcontract agreement		(12) See Attached For Additional Descriptions or Remarks	
(13) (All Projects)		Yes	No
Contract Wage Schedule		<input type="checkbox"/>	<input type="checkbox"/>
DBE/MBE Policy Statement		<input type="checkbox"/>	<input type="checkbox"/>
(14) (Federal-Aid Projects) Form FHWA-1273 (Required Contract Provisions)		<input type="checkbox"/>	<input type="checkbox"/>
(Non-Federal Aid Projects) (Required Contract Provisions)		<input type="checkbox"/>	<input type="checkbox"/>
(15) (Federal-Aid Projects When Subcontractor Will Receive Over \$10,000) On-Site Work Force Affirmative Action Requirements for Women and Minorities-Special Conditions		<input type="checkbox"/>	<input type="checkbox"/>
(16) Subcontractor's Certification of Nondiscrimination in Employment (Form Included in Bid Proposal)		<input type="checkbox"/>	<input type="checkbox"/>
(17) FHWA On-The-Job Training (To Be Provided by Subcontractor)		<input type="checkbox"/>	<input type="checkbox"/>
(18) I Request the Contracting Officer's Approval of this Subcontract and Certify that the Organization which will Perform this Work is Capable, has not been Debarred and that the Work will be Performed in Accordance with the Contract Specifications. I Further Certify that all Required Contract Provisions are Physically Included as Part of the Subcontract Agreement.			
PRIME CONTRACTOR'S REPRESENTATIVE		TITLE	DATE
THE INFORMATION BELOW IS COMPLETED BY THE DEPARTMENT			
REVIEW AND DISTRIBUTION AFTER APPROVAL		APPROVAL OF SUBCONTRACT IS HEREBY GIVEN	
CONTRACT COMPLIANCE	DATE	CONTRACTING OFFICER DC DEPARTMENT OF TRANSPORTATION	DATE
PROJECT ENGINEER/MANAGER	DATE		

GOVERNMENT OF THE DISTRICT OF COLUMBIA

STANDARD CONTRACT PROVISIONS

FOR USE WITH

**DISTRICT OF COLUMBIA GOVERNMENT
SUPPLIES AND SERVICES CONTRACTS**

March 2007

**OFFICE OF CONTRACTING AND PROCUREMENT
SUITE 700 SOUTH
441 4th STREET, NW
WASHINGTON, DC 20001**

STANDARD CONTRACT PROVISIONS
TABLE OF CONTENTS

1. <i>Covenant Against Contingent Fees:</i>	1
2. <i>Shipping Instructions – Consignment:</i>	1
3. <i>Patents:</i>	1
4. <i>Quality:</i>	1
5. <i>Inspection Of Supplies:</i>	1
6. <i>Inspection Of Services:</i>	3
7. <i>Waiver:</i>	4
8. <i>Default:</i>	4
9. <i>Indemnification:</i>	6
10. <i>Transfer:</i>	6
11. <i>Taxes:</i>	6
12. <i>Appointment of Attorney:</i>	7
13. <i>District Employees Not To Benefit:</i>	7
14. <i>Disputes:</i>	7
15. <i>Changes:</i>	10
16. <i>Termination For Convenience Of The District:</i>	10
17. <i>Recovery Of Debts Owed The District:</i>	14
18. <i>Retention and Examination Of Records:</i>	14
19. <i>Non-Discrimination Clause:</i>	14
20. <i>Definitions:</i>	16
21. <i>Health And Safety Standards:</i>	16
22. <i>Appropriation Of Funds:</i>	16
23. <i>Buy American Act:</i>	16
24. <i>Service Contract Act of 1965:</i>	17
25. <i>Cost and Pricing Data:</i>	23
26. <i>Multiyear Contract:</i>	25
27. <i>Termination Of Contracts For Certain Crimes And Violations:</i>	25

1. **Covenant Against Contingent Fees:**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District will have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee.

2. **Shipping Instructions – Consignment:**

Unless otherwise specified in this Invitation for Bids/Request for Proposals, each case, crate, barrel, package, etc., delivered under this contract must be plainly stencil marked or securely tagged, stating the Contractor's name, contract number and delivery address as noted in the contract. In case of carload lots, the Contractor shall tag the car, stating Contractor's name and contract number. Any failure to comply with these instructions will place the material at the Contractor's risk. Deliveries by rail, water, truck or otherwise, must be within the working hours and in ample time to allow for unloading and if necessary, the storing of the materials or supplies before closing time. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the contact person identified in the contract at the delivery point.

3. **Patents:**

The Contractor shall hold and save the District, its officers, agents, servants, and employees harmless from liability of any nature or kind, including costs, expenses, for or on account of any patented or unpatented invention, article, process, or appliance, manufactured or used in the performance of this contract, including their use by the District, unless otherwise specifically stipulated in the contract.

4. **Quality:**

Contractor's workmanship shall be of the highest grade, and all materials provided under this Contract shall be new, of the best quality and grade, and suitable in every respect for the purpose intended.

5. **Inspection Of Supplies:**

- (a) **Definition.** "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor's failure to cure within ten (10) days after date of notification, the District may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.
- (c) The Contractor shall provide and maintain an inspection system acceptable to the District covering supplies under this contract and shall tender to the District for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the

March (2007)

system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the District during contract performance and for as long afterwards as the contract requires. The District may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.

- (d) The District has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The District will perform inspections and tests in a manner that will not unduly delay the work. The District assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.
- (e) If the District performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the District will bear the expense of District inspections or tests made at other than Contractor's or subcontractor's premises; provided, that in case of rejection, the District will not be liable for any reduction in the value of inspection or test samples.
 - (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.
 - (2) Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest
- (f) The District has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The District may reject nonconforming supplies with or without disposition instructions.
- (g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.
- (h) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the District may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

March (2007)

- (i) If this contract provides for the performance of District quality assurance at source, and if requested by the District, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and (ii) when the supplies will be ready for District inspection.
- (j) The District request shall specify the period and method of the advance notification and the District representative to whom it shall be furnished. Requests shall not require more than 2 business days of advance notification if the District representative is in residence in the Contractor's plant, nor more than 7 business days in other instances.
- (k) The District will accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. District failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the District, for non-conforming supplies.
- (l) Inspections and tests by the District do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.
- (m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the District, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the District will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the District thereby.

6. Inspection Of Services:

- (a) Definition. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during contract performance and for as long afterwards as the contract requires.

March (2007)

- (c) The District has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District will perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the District performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.
- (e) If any of the services do not conform to the contract requirements, the District may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the District may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.
- (f) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the District may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the District that is directly related to the performance of such services, or (2) terminate the contract for default.

7. **Waiver:**

The waiver of any breach of the contract will not constitute a waiver of any subsequent breach thereof, or a waiver of the contract.

8. **Default:**

- (a) The District may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:
 - (1) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
 - (2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
- (b) In the event the District terminates this contract in whole or in part as provided in paragraph (a) of this clause, the District may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or service similar to those so terminated, and the Contractor shall be liable to the District for any excess costs for similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

March (2007)

- (c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the District or Federal Government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of the Contractor. If the failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- (d) If this contract is terminated as provided in paragraph (a) of this clause, the District, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the District, in the manner and to the extent directed by the Contracting Officer, (i) completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures plans, drawing information, and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the District has an interest. Payment for completed supplies delivered to and accepted by the District will be at the contract price. Payment for manufacturing materials delivered to and accepted by the District will be at the contract price. Payment for manufacturing materials delivered to and accepted by the District and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". The District may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.
- (e) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination of convenience of the District, be the same as if the notice of termination had been issued pursuant to such clause. See Clause 20 for Termination for Convenience of the District.
- (f) The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- (g) As used in paragraph (c) of this clause, the terms "subcontractor(s) means subcontractor(s) at any tier.

9. **Indemnification:**

The Contractor agrees to defend, indemnify and hold harmless the District, its officers, agencies, departments, agents, and employees (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Contractor, Contractor's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor in performance of this Contract. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of this Contract. The Contractor shall also repair or replace any District property that is damaged by the Contractor, Contractor's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor while performing work hereunder.

The indemnification obligation under this section shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Contract. The District agrees to give Contractor written notice of any claim of indemnity under this section. Additionally, Contractor shall have the right and sole authority to control the defense or settlement of such claim, provided that no contribution or action by the District is required in connection with the settlement. Monies due or to become due the Contractor under the contract may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Contractor.

10. **Transfer:**

No contract or any interest therein shall be transferred by the parties to whom the award is made; such transfer will be null and void and will be cause to annul the contract.

11. **Taxes:**

- (a) The Government of the District of Columbia is exempt from and will not pay Federal Excise Tax, Transportation Tax, and the District of Columbia Sales and Use Taxes.
- (b) Tax exemption certificates are no longer issued by the District for Federal Excise Tax. The following statement may be used by the supplier when claiming tax deductions for Federal Excise Tax exempt items sold to the District.

"The District of Columbia Government is Exempt from Federal Excise Tax – Registration No. 52-73-0206-K, Internal Revenue Service, Baltimore, Maryland."

Exempt From Maryland Sales Tax, Registered With The Comptroller Of The Treasury As Follows:

- a) Deliveries to Glenn Dale Hospital – Exemption No. 4647
- b) Deliveries to Children's Center – Exemption No. 4648
- c) Deliveries to other District Departments or Agencies – Exemption No. 09339

"The District of Columbia Government is Exempt from Sales and Use Tax – Registration No. 53-600, The District of Columbia Office of Tax and Revenue."

March (2007)

12. Appointment of Attorney:

- (a) The bidder/offeror or contractor (whichever the case may be) does hereby irrevocably designate and appoint the Clerk of the District of Columbia Superior Court and his successor in office as the true and lawful attorney of the Contractor for the purpose of receiving service of all notices and processes issued by any court in the District of Columbia, as well as service of all pleadings and other papers, in relation to any action or legal proceeding arising out of or pertaining to this contract or the work required or performed hereunder.
- (b) The bidder/offeror or contractor (whichever the case may be) expressly agrees that the validity of any service upon the said Clerk as herein authorized shall not be affected either by the fact that the contractor was personally within the District of Columbia and otherwise subject to personal service at the time of such service upon the said Clerk or by the fact that the contractor failed to receive a copy of such process, notice or other paper so served upon the said Clerk provided the said Clerk shall have deposited in the United States mail, registered and postage prepaid, a copy of such process, notice, pleading or other paper addressed to the bidder/offeror or contractor at the address stated in this contract.

13. District Employees Not To Benefit:

Unless a determination is made as provided herein, no officer or employee of the District will be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer or any District employee authorized to execute contracts in which they or an employee of the District will be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. A District employee shall not be a party to a contract with the District and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when the District's needs cannot reasonably otherwise be met. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code, section 2-310.01, and Chapter 18 of the DC Personnel Regulations)

The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

14. Disputes:

- A. All disputes arising under or relating to this contract shall be resolved as provided herein.
- B. Claims by a Contractor against the District.

Claim, as used in Section B of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that

March (2007)

contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- (a) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The contractor's claim shall contain at least the following:
 - (1) A description of the claim and the amount in dispute;
 - (2) Any data or other information in support of the claim;
 - (3) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (4) The Contractor's request for relief or other action by the Contracting Officer.
- (b) The Contracting Officer may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (c) For any claim of \$50,000 or less, the Contracting Officer shall issue a decision within sixty (60) days from receipt of a written request from a Contractor that a decision be rendered within that period.
- (d) For any claim over \$50,000, the Contracting Officer shall issue a decision within ninety (90) days of receipt of the claim. Whenever possible, the Contracting Officer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (e) The Contracting Officer's written decision shall do the following:
 - (1) Provide a description of the claim or dispute;
 - (2) Refer to the pertinent contract terms;
 - (3) State the factual areas of agreement and disagreement;
 - (4) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (5) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (6) Indicate that the written document is the contracting officer's final decision; and
 - (7) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (f) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.

March (2007)

- (g) (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.
- (2) Liability under paragraph (g)(1) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (h) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Official Code § 2-309.04.
- (i) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

C. Claims by the District against a Contractor

- (a) Claim as used in Section C of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (b) (1) All claims by the District against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer.
- (2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:
 - (a) Provide a description of the claim or dispute;
 - (b) Refer to the pertinent contract terms;
 - (c) State the factual areas of agreement and disagreement;
 - (d) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (e) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (f) Indicate that the written document is the Contracting Officer's final decision; and
 - (g) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

March (2007)

- (3) The decision shall be supported by reasons and shall inform the Contractor of its rights as provided herein.
- (4) The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
- (5) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D.C. Official Code §2-309.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

15. Changes:

The Contracting Officer may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of this contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment under this paragraph must be asserted within ten (10) days from the date the change is offered; provided, however, that the Contracting Officer, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in the Disputes clause at Section 18. Nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

16. Termination For Convenience Of The District:

- (a) The District may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the District's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and effective date.
- (b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
 - (1) Stop work as specified in the notice.
 - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
 - (3) Terminate all contracts to the extent they relate to the work terminated.

March (2007)

- (4) Assign to the District, as directed by the Contracting Officer, all rights, title and interest of the Contractor under the subcontracts terminated, in which case the District will have the right to settle or pay any termination settlement proposal arising out of those terminations.
 - (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts. The approval or ratification will be final for purposes of this clause.
 - (6) As directed by the Contracting Officer, transfer title and deliver to the District (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other materials produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract has been completed, would be required to be furnished to the District.
 - (7) Complete performance of the work not terminated.
 - (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the District has or may acquire an interest.
 - (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the District under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (c) After the expiration of ninety (90) days (or such longer period as may be agreed to) after receipt by the Contracting Officer of acceptable inventory schedules, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality of termination inventory not previously disposed of excluding items authorized for disposition by the Contracting Officer. The Contractor may request the District to remove those items or enter into an agreement for their storage. Within fifteen (15) days, the District will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within forty five (45) days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (d) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this one year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be

received and acted on after one year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due to the Contractor because of the termination and shall pay the amount determined.

- (e) Subject to paragraph (d) above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (e) or paragraph (f) below, exclusive of costs shown in subparagraph (f)(3) below, may not exceed the total contract price as reduced by (1) the amount of payment previously made and (2) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Paragraph (f) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- (f) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (e) above:
 - (1) The contract price for completed supplies or services accepted by the District (or sold or acquired under subparagraph (b)(9) above) not previously paid for, adjusted for any saving of freight and other charges.
 - (2) The total of :
 - (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) above;
 - (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (f)(1) above; and
 - (iii) A sum, as profit on subparagraph f(1) above, determined by the Contracting Officer to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subparagraph (iii) and shall reduce the settlement to reflect the indicated rate of loss.
 - (3) The reasonable cost of settlement of the work terminated, including-
 - (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
 - (ii) The termination and settlement of subcontractors (excluding the amounts of such settlements); and

- (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- (g) Except for normal spoilage, and except to the extent that the District expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (f) above, the fair value as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the District or to a buyer.
- (h) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraphs (d), (f) or (j), except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (d) or (j), and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (d), (f) or (j), the District will pay the Contractor (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.
- (i) In arriving at the amount due the Contractor under this clause, there shall be deducted:
 - (1) All unliquidated advances or other payments to the Contractor under the termination portion of the contract;
 - (2) Any claim which the District has against the Contractor under this contract; and
 - (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the District.
- (j) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within ninety (90) days from the effective date of termination unless extended in writing by the Contracting Officer.
- (k) (1) The District may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor shall be entitled.
 - (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the District upon demand together with interest computed at the rate of 10 percent (10%) per year. Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess payment is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or

March (2007)

other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

- (l) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the District, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, micrographs, or other authentic reproductions may be maintained instead of original records and documents.

17. Recovery Of Debts Owed The District:

The Contractor hereby agrees that the District may use all or any portion of any consideration or refund due the Contractor under the present contract to satisfy, in whole or part, any debt due the District.

18. Retention and Examination Of Records:

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.

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 three (3) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) 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.

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 Contracting Officer.

The Contracting Officer, the Inspector General and the District of Columbia Auditor, or any of their duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to the contract.

19. Non-Discrimination Clause:

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.) ("Act" as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.

March (2007)

(b) Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register, Mayor's Order 2002-175 (10/23/02), 49 DCR 9883 and Mayor's Order 2006-151 (11/17/06), 52 DCR 9351, the following clauses apply to this contract:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
- (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business.

The affirmative action shall include, but not be limited to the following:

- (a) employment, upgrading or transfer;
 - (b) recruitment, or recruitment advertising;
 - (c) demotion, layoff, or termination;
 - (d) rates of pay, or other forms of compensation; and
 - (e) selection for training and apprenticeship.
- (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections (b)(1) and (b)(2) concerning non-discrimination and affirmative action.
 - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection (b)(2).
 - (5) The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

March (2007)

- (6) The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- (7) The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clauses, subsections (b)(1) through (b)(9) of this section, so that such provisions shall be binding upon each subcontractor or vendor.
- (9) The Contractor shall take such action with respect to any subcontract as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

20. Definitions:

The terms Mayor, Chief Procurement Officer, Contract Appeals Board and District will mean the Mayor of the District of Columbia, the Chief Procurement Officer of the District of Columbia or his/her alternate, the Contract Appeals Board of the District of Columbia, and the Government of the District of Columbia respectively. If the Contractor is an individual, the term Contractor shall mean the Contractor, his heirs, his executor and his administrator. If the Contractor is a corporation, the term Contractor shall mean the Contractor and its successor.

21. Health And Safety Standards:

Items delivered under this contract shall conform to all requirements of the Occupational Safety and Health Act of 1970, as amended ("OSHA"), and Department of Labor Regulations under OSHA, and all Federal requirements in effect at time of bid opening/proposal submission.

22. Appropriation Of Funds:

The District's liability under this contract is contingent upon the future availability of appropriated monies with which to make payment for the contract purposes. The legal liability on the part of the District for the payment of any money shall not arise unless and until such appropriation shall have been provided.

23. Buy American Act:

- (a) The Buy American Act (41 U.S.C. §10a) provides that the District give preference to domestic end products.

March (2007)

“Components,” as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

“Domestic end product,” as used in this clause, means, (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States, exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in paragraphs (b)(2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

“End products,” as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

- (b) The Contractor shall deliver only domestic end products, except those-
- (1) For use outside the United States;
 - (2) That the District determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;
 - (3) For which the District determines that domestic preference would be inconsistent with the public interest; or
 - (4) For which the District determines the cost to be unreasonable.

24. Service Contract Act of 1965:

- (a) Definitions. “Act,” as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. §351, *et seq.*).
- (1) “Contractor,” as used in this clause, means the prime Contractor or any subcontractor at any tier.
 - (2) “Service employee,” as used in this clause, means any person (other than a person employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR 541) engaged in performing a District contract not exempted under 41 U.S.C. §356, the principal purpose of which is to furnish services in the United States, as defined in section 22.1001 of the Federal Acquisition Regulation. It includes all such persons regardless of the actual or alleged contractual relationship between them and a contractor.
- (b) Applicability. To the extent that the Act applies, this contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (20 CFR part 4). All interpretations of the Act in Subpart C of 29 CFR 4 are incorporated in this contract by reference. This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. §356, as interpreted in Subpart C of 29 CFR 4.
- (c) Compensation.

March (2007)

- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or the Secretary's authorized representative, as specified in any wage determination attached to this contract.
- (2) If a wage determination is attached to this contract, the Contractor shall classify any class of service employees not listed in it, but to be employed under this contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph. This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee.
 - (a) The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration (ESA), Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary;
 - (b) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contracting Officer with a written copy of such determination or it shall be posted as a part of the wage determination;
 - (c) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General

Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed;

- (d) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds to a contract under which the classification in question was previously conformed pursuant to this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (*i.e.*, adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in this clause need not be followed;
 - (e) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended;
 - (f) The wage rate and fringe benefits finally determined under this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract;
 - (g) Upon discovery of failure to comply with this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) If the term of this contract is more than 1 year, the minimum wages and fringe benefits required for service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by ESA.
 - (4) The Contractor can discharge the obligation to furnish fringe benefits specified in the attachment or determined under paragraph (2) of this clause by furnishing any equivalent combinations of bona fide fringe

March (2007)

benefits, or by making equivalent or differential cash payments, in accordance with Subpart B and C of 29 CFR 4.

- (d) Minimum wage: In the absence of a minimum wage attachment for this contract, the Contractor shall not pay any service or other employees performing this contract less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §206). Nothing in this clause shall relieve the Contractor of any other legal or contractual obligation to pay a higher wage to any employee.
- (e) Successor contracts: If this contract succeeds a contract subject to the Act under which substantially the same services were furnished and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, then, in the absence of a minimum wage attachment to this contract, the Contractor may not pay any service employee performing this contract less than the wages and benefits, including those accrued and any prospective increases, provided for under that agreement. No Contractor may be relieved of this obligation unless the limitations of 29 CFR 4.1c(b) apply or unless the Secretary of Labor or the Secretary's authorized representative:
 - (1) Determines that the agreement under the predecessor was not the result of arms-length negotiations; or
 - (2) Finds, after a hearing under 29 CFR 4.10, that the wages and benefits provided for by that agreement vary substantially from those prevailing for similar services in the locality or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and 4.11 and parts 6 and 8 that some or all of the wages and fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (f) Notification to employees: The Contractor shall notify each service employee commencing work on this contract of a minimum wage and any fringe benefits required to be paid, or shall post a notice of these wages and benefits in a prominent and accessible place at the worksite, using such poster as may be provided by the Department of Labor.

March (2007)

- (g) Safe and sanitary working conditions: The Contractor shall not permit services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor that are unsanitary, hazardous, or dangerous to the health or safety of service employees. The Contractor shall comply with the health standards applied under 29 CFR Part 1925.
- (h) Records: The Contractor shall maintain for 3 years from the completion of work, and make available for inspection and transcription by authorized ESA representatives, a record of the following:
 - (1) For each employee subject to the Act:
 - (a) Name and address;
 - (b) Work classification or classifications, rate or rates of wages and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
 - (c) Daily and weekly hours worked; and
 - (d) Any deductions, rebates, or refunds from total daily or weekly compensation.
 - (2) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by ESA under the terms of paragraph (c)(3) of this clause. A copy of the report required by paragraph (e) of this clause will fulfill this requirement.
 - (3) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by this clause. The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division. Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases. The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (i) Pay periods: The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (j) Withholding of payments and termination of contract: The Contracting Officer shall withhold from the prime Contractor under this or any other District contract

March (2007)

with the prime contractor any sums the Contracting Officer, or an appropriate officer of the Labor Department, decides may be necessary to pay underpaid employees. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination for default. In such event, the District may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

- (k) Subcontracts: The Contractor agrees to insert this clause in all subcontracts.
- (l) Contractor's report:
 - (1) If there is a wage determination attachment to this contract and any classes of service employees not listed on it are to be employed under the contract, the Contractor shall report promptly to the Contracting Officer the wages to be paid and the fringe benefits to be provided each of these classes, when determined under paragraph (c) of this clause.
 - (2) If wages to be paid or fringe benefits to be furnished any service employees under the contract are covered in a collective bargaining agreement effective at any time when the contract is being performed, the Contractor shall provide to the Contracting Officer a copy of the agreement and full information on the application and accrual of wages and benefits (including any prospective increases) to service employees working on the contract. The Contractor shall report when contract performance begins, in the case of agreements then in effect, and shall report subsequently effective agreements, provisions, or amendments promptly after they are negotiated.
- (m) Contractor's Certification: By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded District contracts by virtue of the sanctions imposed under section 5 of the Act. No part of this contract shall be subcontracted to any person or firm ineligible for award of a District contract under section 5 of the Act. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. §1001.
- (n) Variations, tolerances, and exemptions involving employment: Notwithstanding any of the provisions in paragraphs (c) through (l) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions authorized by the Secretary of Labor.
 - (1)(i) In accordance with regulations issued under Section 14 of the Fair Labor Standards Act of 1938 by the Administrator of the Wage and Hour Division, ESA (29 CFR 520, 521, 524, and 525), apprentices, student learners, and workers whose earning capacity is impaired by age or by physical or mental deficiency or injury, may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1)

March (2007)

of the Service Contract Act, without diminishing any fringe benefits or payments in lieu of these benefits required under section 2(a)(2) of the Act.

- (ii) The Administrator will issue certificates under the Act for employing apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages, but without changing requirements concerning fringe benefits or supplementary cash payments in lieu of these benefits.
 - (iii) The Administrator may also withdraw, annul, or cancel such certificates under 29 CFR 525 and 528.
- (2) An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips shall be credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with regulations in 29 CFR 531. However, the amount of credit shall not exceed 40 percent of the minimum rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 as amended.

25. Cost and Pricing Data:

- (a) This paragraph and paragraphs b through e below shall apply to contractors or offerors in regards to: (1) any procurement in excess of \$100,000, (2) any contract awarded through competitive sealed proposals, (3) any contract awarded through sole source procurement, or (4) any change order or contract modification. By entering into this contract or submitting this offer, the Contractor or offeror certifies that, to the best of the Contractor's or offeror's knowledge and belief, any cost and pricing data submitted was accurate, complete and current as of the date specified in the contract or offer.
- (b) Unless otherwise provided in the solicitation, the offeror or Contractor shall, before entering into any contract awarded through competitive sealed proposals or through sole source procurement or before negotiating any price adjustments pursuant to a change order or modification, submit cost or pricing data and certification that, to the best of the Contractor's knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of the date of award of this contract or as of the date of negotiation of the change order or modification.
- (c) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified by the Contractor, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified by the Contractor, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

March (2007)

- (d) Any reduction in the contract price under paragraph c above due to defective data from a prospective subcontractor that was not subsequently awarded, the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided that the actual subcontract price was not itself affected by defective cost or pricing data.
- (e) Cost or pricing data includes all facts as of the time of price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental, and are therefore verifiable. While they do not indicate the accuracy of the prospective Contractor's judgment about estimated future costs or projections, cost or pricing data do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.
- (f) The following specific information should be included as cost or pricing data, as applicable:
 - (1) Vendor quotations;
 - (2) Nonrecurring costs;
 - (3) Information on changes in production methods or purchasing volume;
 - (4) Data supporting projections of business prospects and objectives and related operations costs;
 - (5) Unit – cost trends such as those associated with labor efficiency;
 - (6) Make or buy decisions;
 - (7) Estimated resources to attain business goals;
 - (8) Information on management decisions that could have a significant bearing on costs.
- (g) If the offeror or contractor is required by law to submit cost or pricing data in connection with pricing this contract or any change order or modification of this contract, the Contracting Officer or representatives of the Contracting Officer shall have the right to examine all books, records, documents and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the contract, change order or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. Contractor shall make available at its office at all reasonable times the materials described above for examination, audit, or reproduction until three years after the later of:
 - (1) final payment under the contract;

March (2007)

- (2) final termination settlement; or
- (3) the final disposition of any appeals under the disputes clause or of litigation or the settlement of claims arising under or relating to the contract.

26. Multiyear Contract:

If this contract is a multiyear contract, then the following provision is made part of this contract:

If funds are not appropriated or otherwise made available for the continued performance in a subsequent year of a multiyear contract, the contract for the subsequent year shall be terminated, either automatically or in accordance with the termination clause of the contract. Unless otherwise provided for in the contract, the effect of termination is to discharge both the District and the Contractor from future performance of the contract, but not from the existing obligations. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

27. Termination Of Contracts For Certain Crimes And Violations:

- (a) The District may terminate without liability any contract and may deduct from the contract price or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid in violation of this title if:
 - (1) The Contractor has been convicted of a crime arising out of or in connection with the procurement of any work to be done or any payment to be made under the contract; or
 - (2) There has been any breach or violation of:
 - (A) Any provision of the Procurement Practices Act of 1985, as amended, or
 - (B) The contract provision against contingent fees.
- (b) If a contract is terminated pursuant to this section, the Contractor:
 - (1) May be paid only the actual costs of the work performed to the date of termination, plus termination costs, if any; and
 - (2) Shall refund all profits or fixed fees realized under the Contract.
- (c) The rights and remedies contained in this are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

AFFIRMATIVE ACTION PROGRAM:

Submission by the contractor and all subcontractors of an Affirmative Action Plan is a requirement of this contract. These Affirmative Action Plans must be received by the Contracting Officer, Office of Contracting and Procurement, 55 M Street, S.E., 7th Floor, Washington, DC 20003 within five (5) working days subsequent to the bid opening. Failure to comply in a timely manner may render the bid non-responsible.

APPLICABILITY OF LAW REGARDING EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity Provision of Section 230, Title 23, United States Code applies to this federally aided contract. Sections 102.04, 103.02(E) and (H) of the Standard Specifications for Highways and Structures dated 2005, Revised 2007 do not apply. All references to Mayor's Order 85-85 should be disregarded.

APPRENTICESHIP PROGRAM

All prime Contractors and subcontractors who contract with the District of Columbia Government to perform construction or renovation work with a single contract or cumulative contracts of a least \$500,000.00 let within a twelve (12) month period, shall be required to register an apprenticeship program with the District of Columbia Apprenticeship Council. (D.C. Code 36-404 (1988)).

APPRENTICES AND TRAINEES

This S.P. supplements APPRENTICES AND TRAINEES, Article 3 of STANDARD CONTRACT PROVISIONS FOR USE WITH SPECIFICATIONS FOR DISTRICT GOVERNMENT CONSTRUCTION PROJECTS, DATED 1973; as amended by the Transmittal Sheet No. 5.

- (1) In Items A, B and C, except for subparagraph C5, wherever the words "Apprenticeship Council, DC Department of Labor" appear, add immediately after: "and/or U.S. Department of Labor."

The Contractor and all subcontractors shall furnish to the Contracting Officer written evidence of the registration of his/her program and apprentices as well as the appropriate ratios and wage rates for the areas of construction, prior to using any apprentice on the contract.

EMPLOYMENT OF THE HANDICAPPED:

The contractor and all subcontractors agree not to discriminate against any handicapped person who is qualified to perform the job and also agrees to take Affirmative Action to hire, recruit, train and upgrade qualified handicapped persons without discrimination.

UTILIZATION OF MINORITY BANKING INSTITUTIONS:

All prime and subcontractors are encouraged to use the services of banks and other financial institutions owned and controlled by minorities and females.

MONTHLY EQUAL EMPLOYMENT OPPORTUNITY UTILIZATION REPORTS:

Submission of Monthly Equal Employment Reports (Form AARU-102) to the Contracting Officer is a requirement of this contract. These reports are due on the last working day of each month at the following address:

District of Columbia Government
Department of Transportation
Office of Contracting and Procurement
55 M Street, S.E., 7th Floor
Washington, DC 20003

Prime contractors are responsible for timely submission of these reports from all their subcontractors. Failure to comply with this requirement may delay partial payment voucher processing.

CONTRACT NO. _____ **DISTRICT DEPARTMENT OF TRANSPORTATION**
MONTHLY EQUAL EMPLOYMENT OPPORTUNITY REPORT

1. REPORTING PERIOD FROM / / TO: / /

This report is required by the District Department of Transportation pursuant to Equal Employment Opportunity requirements of the referenced contract. Failure to report may result in suspension of payments under this contract.

2. PROJECT NAME, LOCATION AND % COMPLETED _____

3. CONTRACTOR'S NAME: _____

4. CONTRACT AMOUNT \$ _____

5. CONSTRUCTION TRADE	6. WORK-HOUR OF EMPLOYMENT										9. TOTAL NUMBER OF EMPLOYEES	10. TOTAL NUMBER OF MINORITY EMPLOYEES
	8a. TOTAL ALL EMPLOYEE BY TRADE	8b. BLACK (Not of Hispanic Origin)	8c. HISPANIC	8d. ASIAN OR PACIFIC ISLANDERS	8e. AMERICAN INDIAN OR ALASKAN NATIVE	7. MINORITY PERCENTAGE	8. FEMALE PERCENTAGE	9. TOTAL NUMBER OF EMPLOYEES		10. TOTAL NUMBER OF MINORITY EMPLOYEES		
	M	F	M	F	M	F	M	F	M	F	M	F
Journey Worker												
APPRENTICE												
Helper/Laborer												
SUB-TOTAL												
Journey Worker												
APPRENTICE												
Helper/Laborer												
SUB-TOTAL												
Journey Worker												
APPRENTICE												
Helper/Laborer												
SUB-TOTAL												
Journey Worker												
APPRENTICE												
Helper/Laborer												
SUB-TOTAL												
TOTAL JOURNEY WORKERS												
TOTAL APPRENTICES												
TOTAL HELPERS/LABORERS												
GRAND TOTAL												

INSTRUCTIONS FOR FILING MONTHLY EQUAL EMPLOYMENT OPPORTUNITY REPORT (AARU-102)

The Monthly Equal Employment Opportunity Report is to be completed by each subject contractor (both prime and sub) and signed by a responsible official of the company. The reports are filed by the 5th day of each month during the term of the contract, and they shall include the total work-hours for each employee classification in each trade in the covered area for the monthly reporting period. The prime contractor shall submit this report for each project work force and collect and submit reports for each subcontractor's project work force to the Contracting Officer, Department of Transportation. Additional copies of this form may be obtained from the Department of Transportation, Telephone No. 202/671-2270.

Compliance Agency	D. C. Government agency assigned responsibility for equal opportunity. (Secure this information from the contracting agency responsible for the construction project.)
Contracting Agency	D. C. Government agency funding project (in whole or in part). If more than one agency, list all.
Contractor	Any contractor who has a construction contract with D. C. Government or a contract funded in whole or in part with D. C. Government funds.
Minority	Includes Blacks, Hispanics, American Indians, Alaskan Natives, and Asian and Pacific Islanders--both men and women.
1. Reporting	Monthly, or as directed by the compliance agency, beginning with the effective date of the contract.
2. Project	Project name, location(s), contract number and percent completed. List ward in which project is located.
3. Contractor	Contractor's name and address. Check appropriate boxes--minority or non-minority, prime or sub.
4. Contracting Agency	Name(s) of contracting agency(s) funding or supervising project. List contract amount for each contract.
5. Construction Trade	Only those construction trades which contractor employs on this project.
6. Work-Hours of Employment(a-e)	<p>a: The total number of male hours and the total number of female hours worked by employees in each classification.</p> <p>b-e: The total number of male hours and the total number of female hours worked by each specified group of minority employees in each classification.</p>
Classification	The level of accomplishment or status of the worker in the trade (Journey Worker, Apprentice, Helper/Laborer).
7. Minority Percentage	The percentage of total minority work-hours of all work-hours (the sum of columns 6b, 6c, 6d, and 6e divided by column 6a; just one figure for each construction trade).
8. Female Percentage	For each trade the number reported in 6a, (F divided by the sum of the number of reported in 6a M and F).
9. Total Number of Employees	Total number of male and total number of female employees working in each classification of each trade in the contractor's project work force during reporting period.
10. Total Number of Minority Employees	Total number of male minority employees and total number of female minority employees working in each classification in each trade in contractor's project work force during reporting period.



Policy Statement

Section 26.1, 26.23 Objectives/Policy Statements

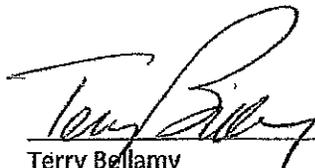
The District Department of Transportation (DDOT) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The District Department of Transportation (DDOT) has received federal financial assistance from the U.S. Department of Transportation, and as a condition of receiving this assistance, DDOT has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the District Department of Transportation (DDOT) to ensure that DBEs, as defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

- To ensure nondiscrimination in the award and administration of DOT - assisted contracts;
- To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
- To help remove barriers to the participation of DBEs in DOT assisted contracts;
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

Lisa Gregory, Esq., Chief, Office of Civil Rights has been delegated as the DBE Liaison Officer. In that capacity, the Chief Office of Civil Rights is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the District Department of Transportation (DDOT) in its financial assistance agreements with the U.S. Department of Transportation.

The District Department of Transportation (DDOT) has disseminated this policy statement to the DDOT's Executive Team and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts on DDOT's website and on the agency bidders' document.



Terry Bellamy
Director, District Department of Transportation

9/9/13

Date

Definitions -The following definitions apply to this contract:

- A. **“Disadvantaged business”** means a small business concern, (a) which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- B. **“Small business concern means”**, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in § 26.65(b).
- C. Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—
- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
 - Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;
 - “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - Women;
 - Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

The Contracting Officer shall make a rebuttable prerogative that individuals in the above groups are socially and economically disadvantaged. This prerogative shall be based on criteria set forth in 49 CFR Part 26. The Contracting Officer also may determine, on a case-by-case basis, that individuals who are not members of one of the above groups are socially and economically disadvantaged.

Prompt Payment: The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **no later than 7 days** from the receipt of each payment the prime contract receives from The District Department of Transportation (DDOT). The prime contractor agrees further to return retainage payments to each subcontractor within **no later than 7 days** after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the DDOT. This clause applies to both "DBE and non-DBE subcontracts." **Failure to do so shall be a ground for appropriate action against the party involved (e.g.: findings of non-responsibility for future contracts and/or suspension and debarment).**

To obtain additional information on DBE Compliance, please contact the Office of Civil Rights

Mohammed Kabir, PHR/Sr. EO Local and Federal Compliance Officer

Office of Civil Rights

District Department of Transportation

55 M Street, SE, 3rd floor

Washington, DC 20003

(202) 299-2190

Mohammed.Kabir@dc.gov

CONTRACT ASSURANCE /CONTRACT GOALS:

CONTRACT ASSURANCE

The Contractor, Sub-recipient, Sub-consultant or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out all the applicable requirements of 49 C.F.R. Part 26 in the award and administration of USDOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as DDOT deems appropriate.

Furthermore, Title VI of the Civil Rights Act of 1964 assures that no person or group of persons may, on the grounds of race, color, national origin, sex, age, handicap or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs or activities administered by DDOT. For further information regarding Title VI, please contact the Office of Civil Rights, 55 M Street S.E. 3rd Floor. Washington, DC 20003. Our telephone number is: (202) 299-2190

The above information is applicable to every Contractor including every tier of sub-consultants, subcontractors, supplier or service providers on this project. It is the responsibility of the prime Contractor, and all sub-consultants, subcontractors, suppliers and service providers to ensure equal opportunity for all firms to participate on this project.

Contract Goals:

The bidder shall subcontract zero percent (0%) of the dollar value of the total amount of this DOT-assisted contract to qualified DBE subcontractors. A complete DBE plan containing a list of DBE firms to be utilized on this project or documentation demonstrating good faith efforts to meet the goal on this project must be submitted within five (5) working days subsequent to bid opening to:

DDOT
Office of Contracting and Procurement
55 M Street S.E. 7th Floor
Washington, DC 20003

Because a DBE contract goal has been established for this contract, only bidders who demonstrate good faith efforts to meet this goal will be considered responsive by doing either of the following:

- (A) Providing a DBE Plan that includes documentation that it has obtained enough DBE participation to meet the goal; or
- (B) Providing documentation that it has made adequate good faith efforts to meet the goal, even though it did not succeed.

(A) DBE Plan shall include, but is not limited to the following:

- The names and addresses of DBE firms that will participate in the contract;
- A description of the work that each DBE will perform;
- The dollar amount of the participation of each DBE firm participating;
- Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
- If the contract goal is not met, evidence of good faith efforts, as described below shall be submitted.

(B) Documentation of Adequate Good Faith Efforts Bidders who are unable to document that it has obtained enough DBE participation to meet the goal, must provide documentation showing that it made adequate good faith efforts to meet the goal, even though it did not succeed.

Demonstrating good faith efforts means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

The following is a list of types of actions which will be considered as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own force.
- Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (a) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(b) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

5. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

6. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

7. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

DBE Directory:

Our DBE Directory is a great resource for our Prime Contractors to identify partners that are DBE Certificated with District Department of Transportation and Washington Metropolitan Area Transit Authority. Our DBE Directory is updated daily.

<http://ddotfiles.com/db/DBE/dbe.php>

If a proposed partner from the Prime Contractors is not in the DDOT DBE Directory. Please contact our office.

Luisa Portillo, Equal Opportunity/DBE Program Specialist

DDOT Office of Civil Rights
55 M Street, S.E., 3rd Floor
Washington, D.C. 20003
(202) 671-0630
Luisa.Portillo@dc.gov

Glenda Payne, Equal Opportunity/DBE Program Specialist

DDOT Office of Civil Rights
55 M Street, S.E., 3rd Floor
Washington, D.C. 20003
(202) 671-0479
Glenda.Payne@dc.gov

WD 05-2103 (Rev.-13) was first posted on www.wdol.gov on 06/25/2013

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Diane C. Koplewski	Division of		Wage Determination No.: 2005-2103
Director	Wage Determinations		Revision No.: 13
			Date Of Revision: 06/19/2013

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
 Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince
 George's, St Mary's
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,
 King George, Loudoun, Prince William, Stafford

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.43
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.98
01410 - Supply Technician		28.55
01420 - Survey Worker		20.03
01531 - Travel Clerk I		13.29
01532 - Travel Clerk II		14.36
01533 - Travel Clerk III		15.49

01611 - Word Processor I	15.63
01612 - Word Processor II	17.67
01613 - Word Processor III	19.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75
12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	19.07

12072	- Licensed Practical Nurse II	21.35
12073	- Licensed Practical Nurse III	24.13
12100	- Medical Assistant	15.01
12130	- Medical Laboratory Technician	18.04
12160	- Medical Record Clerk	17.42
12190	- Medical Record Technician	19.50
12195	- Medical Transcriptionist	18.77
12210	- Nuclear Medicine Technologist	37.60
12221	- Nursing Assistant I	10.80
12222	- Nursing Assistant II	12.14
12223	- Nursing Assistant III	13.98
12224	- Nursing Assistant IV	15.69
12235	- Optical Dispenser	20.17
12236	- Optical Technician	15.80
12250	- Pharmacy Technician	18.12
12280	- Phlebotomist	15.69
12305	- Radiologic Technologist	31.11
12311	- Registered Nurse I	27.64
12312	- Registered Nurse II	33.44
12313	- Registered Nurse II, Specialist	33.44
12314	- Registered Nurse III	40.13
12315	- Registered Nurse III, Anesthetist	40.13
12316	- Registered Nurse IV	48.10
12317	- Scheduler (Drug and Alcohol Testing)	21.73
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	19.86
13012	- Exhibits Specialist II	24.61
13013	- Exhibits Specialist III	30.09
13041	- Illustrator I	20.48
13042	- Illustrator II	25.38
13043	- Illustrator III	31.03
13047	- Librarian	33.88
13050	- Library Aide/Clerk	14.21
13054	- Library Information Technology Systems Administrator	30.60
13058	- Library Technician	19.89
13061	- Media Specialist I	18.73
13062	- Media Specialist II	20.95
13063	- Media Specialist III	23.36
13071	- Photographer I	16.65
13072	- Photographer II	18.90
13073	- Photographer III	23.67
13074	- Photographer IV	28.65
13075	- Photographer V	33.76
13110	- Video Teleconference Technician	20.39
14000	- Information Technology Occupations	
14041	- Computer Operator I	18.92
14042	- Computer Operator II	21.18
14043	- Computer Operator III	23.60
14044	- Computer Operator IV	26.22
14045	- Computer Operator V	29.05
14071	- Computer Programmer I	(see 1) 26.36
14072	- Computer Programmer II	(see 1)
14073	- Computer Programmer III	(see 1)
14074	- Computer Programmer IV	(see 1)
14101	- Computer Systems Analyst I	(see 1)
14102	- Computer Systems Analyst II	(see 1)

14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.92
14160 - Personal Computer Support Technician		26.22
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.47
15020 - Aircrew Training Devices Instructor (Rated)		44.06
15030 - Air Crew Training Devices Instructor (Pilot)		52.81
15050 - Computer Based Training Specialist / Instructor		36.47
15060 - Educational Technologist		35.31
15070 - Flight Instructor (Pilot)		52.81
15080 - Graphic Artist		26.80
15090 - Technical Instructor		25.08
15095 - Technical Instructor/Course Developer		30.67
15110 - Test Proctor		20.20
15120 - Tutor		20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.88
16030 - Counter Attendant		9.88
16040 - Dry Cleaner		12.94
16070 - Finisher, Flatwork, Machine		9.88
16090 - Presser, Hand		9.88
16110 - Presser, Machine, Drycleaning		9.88
16130 - Presser, Machine, Shirts		9.88
16160 - Presser, Machine, Wearing Apparel, Laundry		9.88
16190 - Sewing Machine Operator		13.78
16220 - Tailor		14.66
16250 - Washer, Machine		10.88
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.14
19040 - Tool And Die Maker		23.38
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.02
21030 - Material Coordinator		22.03
21040 - Material Expediter		22.03
21050 - Material Handling Laborer		13.83
21071 - Order Filler		15.09
21080 - Production Line Worker (Food Processing)		18.02
21110 - Shipping Packer		15.09
21130 - Shipping/Receiving Clerk		15.09
21140 - Store Worker I		11.72
21150 - Stock Clerk		16.86
21210 - Tools And Parts Attendant		18.02
21410 - Warehouse Specialist		18.02
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		27.21
23021 - Aircraft Mechanic I		25.83
23022 - Aircraft Mechanic II		27.21
23023 - Aircraft Mechanic III		28.53
23040 - Aircraft Mechanic Helper		17.54
23050 - Aircraft, Painter		24.73
23060 - Aircraft Servicer		19.76
23080 - Aircraft Worker		21.01
23110 - Appliance Mechanic		21.75
23120 - Bicycle Repairer		14.43
23125 - Cable Splicer		26.02
23130 - Carpenter, Maintenance		21.40
23140 - Carpet Layer		20.49

23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76
23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	

25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13
29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36

30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.98
30461 - Technical Writer I	21.93
30462 - Technical Writer II	26.84
30463 - Technical Writer III	32.47
30491 - Unexploded Ordnance (UXO) Technician I	24.74
30492 - Unexploded Ordnance (UXO) Technician II	29.93
30493 - Unexploded Ordnance (UXO) Technician III	35.88
30494 - Unexploded (UXO) Safety Escort	24.74
30495 - Unexploded (UXO) Sweep Personnel	24.74
30620 - Weather Observer, Combined Upper Air Or	(see 2) 25.19
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	13.98
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	15.66
31362 - Truckdriver, Medium	17.90
31363 - Truckdriver, Heavy	19.18
31364 - Truckdriver, Tractor-Trailer	19.18
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.58
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.30
99252 - Laboratory Animal Caretaker II	12.35
99310 - Mortician	31.73
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	18.50
99711 - Recycling Specialist	22.71
99730 - Refuse Collector	16.40
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or

successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.