

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**

# **DEPARTMENT OF TRANSPORTATION**

**INFRASTRUCTURE PROJECT MANAGEMENT  
ADMINISTRATION**



## **INVITATION FOR BIDS AND SPECIFICATIONS**

**INVITATION NO. – DCKA-2014-B-0011**

**PROJECT: R STREET AND 31<sup>ST</sup> STREET ALLEY RECONSTRUCTION**

Bids Will Be Publicly Opened by the Office of Contracting and Procurement - Bid Room located at  
55 M Street, SE, 4<sup>th</sup> Floor, Washington, DC 20003.

Bids Will Be Opened On \_\_\_\_\_ At 2:00 p.m.

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption <b>Alley Reconstruction of R Street N.W. (between 31st &amp; 32nd Streets)</b>		Page of Pages	
2. Contract Number	3. Solicitation Number <b>DCKA-2014-B-0011</b>	4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency	5. Date Issued	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside SBE Designated Category:	
7. Issued By: <b>District Department of Transportation Office of Contracting and Procurement 55 M Street, SE, 7th Floor Washington, DC 20003</b>			8. Address Offer to: <b>District Department of Transportation Office of Contracting &amp; Procurement Bid Room 55 M Street SE 4th Floor Washington, DC 20003</b>		

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

**SOLICITATION**

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at **55 M Street, SE, 4th Floor** until **2:00 p.m.** local time \_\_\_\_\_ (Hour) \_\_\_\_\_ (Date)

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

10. For Information Contact	A. Name <b>Josephine Barrett-White</b>	B. Telephone			C. E-mail Address <a href="mailto:josephine.barrett-white@dc.gov">josephine.barrett-white@dc.gov</a>
	(Area Code) <b>202</b>	(Number) <b>671-2287</b>	(Ext)		

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**OFFER**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within **90** calendar days from the date for receipt of offers specified above to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment	10 Calendar days %	20 Calendar days %	30 Calendar days %	_____ Calendar days %
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14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract

15B. Telephone	(Area Code)	(Number)	(Ext)	15 C. Check if remittance address is different from above - Refer to Section G	17. Signature	18. Offer Date

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

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Name of Contracting Officer (Type or Print) Courtney B. Lattimore, Deputy Chief Contracting Officer		23. Signature of Contracting Officer (District of Columbia)
		24. Award Date



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## **SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**

### **B.1 GENERAL**

The District of Columbia Office of Contracting and Procurement, on behalf of DDOT proposes to reconstruct alley located in Ward 2 located on R Street NW between 31st Street NW and 32 Street NW.

### **B.2 CONTRACT TYPE**

The District contemplates award of a firm-fixed price contract based on fix unit pricing in accordance with 27 DCMR Chapter 24.

### **B.3 PRICE SCHEDULE**

The price schedule is on the following page.

### **B.4 SUBCONTRACTING**

A bidder responding to this solicitation must submit with its bid, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

SCHEDULE OF ITEMS

DATE:  
REVISED:

CONTRACT ID: KA2014B0011

PROJECT(S): DCKA2014B0011

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS

SECTION 0001 ALLEY RECONSTRUCTION OF R STREET NW  
BETWEEN 31ST & 32ND STREETS

0010	000504 Unassigned Special Item -CY - Form and Install Trench Drain	CY 10.000	.		.	
0020	000509 Unassigned Special Item -LF - Furnish Trench Drain Grate	LF 100.000	.		.	
0030	108002 Mobilization	LUMP		LUMP		.
0040	108002 Progress Photographs	LUMP		LUMP		.
0050	108006 Record Drawings and As-Built Drawings	LUMP		LUMP		.
0060	202002 Common Excavation	CY 136.000	.		.	
0070	202004 Hard Surface Pavement Excavation	CY 10.000	.		.	
0080	207002 Trench Excavation and Backfill	CY 138.000	.		.	
0090	209002 Aggregate Base Course	CY 136.000	.		.	

SCHEDULE OF ITEMS

DATE:  
REVISED:

CONTRACT ID: KA2014B0011

PROJECT(S): DCKA2014B0011

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0100	309002 Sewer Manhole on Sewer 48 Inch and Less Dia.	15.000 VLF	.		.	
0110	310008 Basin Connect PCC Pipe, Class III, 15 Inch	55.000 LF	.		.	
0120	503002 Reinforced PCC Alley, 6 Inch	138.000 SY	.		.	
0130	601006 Underdrain Pipe, 8 Inch	135.000 LF	.		.	
0140	605036 Brick Sidewalk Repair on Sand-Cement Base	2.000 SY	.		.	
0150	606050 PCC Circular Curb for Alley-Drive Entrance	6.000 LF	.		.	
0160	608006 Remove Tree and Stump 12 to 18 Inch Dia.	1.000 EACH	.		.	
0170	612002 Maintenance of Highway Traffic	LUMP	LUMP		.	
0180	618002 Erosion and Sediment Control	LUMP	LUMP		.	
	TOTAL BID				.	

## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE

Work under this contract consists of the reconstruction of the alley located in Ward 2 between 31st Street NW and 32<sup>nd</sup> Street NW.

The limits of work shown on the Contract Plans refer to the construction baseline for the alley as established for this project. Some items of work may extend beyond these limits. All such items are integral to this contract.

The specifications in this document and related Contract Plans cover work, which includes, but is not limited to, the following items:

- (A) Removal and disposal of existing alley pavement, curbs, gutters and miscellaneous structures as shown on the contract plans.
- (B) Grade the entire area within construction limits to the new elevations, as shown on the contract plans.
- (C) Construction of new PCC alley pavement, 6" depth, on aggregate base course, 6" depth.
- (D) Reconstruction of PCC alley driveway entrance.
- (E) Construction of trench drains, basin connections, manholes, storm drains, underdrains and related items.
- (F) Tree removal and root pruning as required.
- (G) Maintenance of traffic as needed at the entrance the alley to protect the traveling public.
- (H) Mobilization, performance of field layout, progress photographs, as-built drawings, rodent control, and the proper maintenance of vehicular and pedestrian traffic during construction, including provision of all required construction warning and detour signs and traffic control devices, soil erosion and sediment control during construction.

In addition to the above items, any incidental items of work necessary for a complete and finished product is included as part of this Contract.

The Contractor shall be fully responsible for the protection of all utilities and utility structures within the project limits and adjacent thereto for the duration of the Contract. Utilities include, but are not limited to, public and/or private water, sewer, electricity, gas, communication lines, and rail systems. The costs of this protective work are considered incidental to the project and the costs of this work shall be included in the Contract Pay Items. No separate measurement or payment will be made for this work.

Work also includes all incidentals needed to complete the project as shown on the Contract Plans, Specifications and Special Provisions. The Contractor shall produce design calculations as well as all shop drawing in connection with his chosen system of temporary support structures and devices and all forming and shoring where required.

**C.2 APPLICABLE DOCUMENTS**

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

<b>Item No.</b>	<b>Document Type</b>	<b>Title</b>	<b>Date</b>
1	Design Drawings	R Street and 31 <sup>st</sup> Street Alley Reconstruction	2013
2	Specifications	DDOT Standard Specifications for Highways and Structures	2013
3	Standard Drawings	DDOT Standard Drawings	2009
4	Specifications	Special Provisions included in the R Street and 31 <sup>st</sup> Street Alley Reconstruction Bid Documents	2014

**C.3 DEFINITIONS**

These terms and their meanings when used in this IFB shall be outlined in Section 101 of DDOT’s Standard Specifications for Highways and Structures, 2013, and as specified elsewhere in the IFB.

**C.4 REQUIREMENTS**

Work shall be constructed in accordance with the Bid Package, including the following attached documents:

- R Street and 31<sup>st</sup> Street Alley Reconstruction
- R Street and 31<sup>st</sup> Street Alley Reconstruction Specifications and Special Provisions
- 

**C.5 SPECIFICATIONS AND DRAWINGS**

The District Department of Transportation, Standard Specifications for Highways and Structures 2013, and amendments thereto are incorporated by reference into this Contract.

Any adjustments to the planned work by the Contractor without a prior determination by the Contracting Officer shall be at the Contractor’s own risk and expense. The Contracting Officer will have the sole determination on the acceptance of such work. If the Contracting Officer rejects such work, the Contractor will be responsible for removing such work and then constructing the work per plan at no cost to the District. The Contracting Officer will furnish from time-to-time, such detail drawings and other information as he may consider necessary, unless otherwise provided.

**C.6 CONSTRUCTION SCHEDULING**

This S.P. supplements 108.03 and is referenced to the S.P. entitled "CONSTRUCTION COMPLETION TIME."

The Contractor shall submit a construction schedule at least seven (7) calendar days prior to the start of construction. Critical Path Method (CPM) Scheduling shall be required, as described in 108.03(B), for this project. CPM computer software shall be Primavera 6 or equivalent. A CD-ROM disk shall be provided with each submittal.

Construction sequencing shall be accomplished in accordance with the stages as shown in the Contract Plans. Scheduling shall include ordering of materials, preparation of shop and working drawings and all other work as indicated on the Contract Drawings and as directed by the Engineer.

The Contractor shall schedule his work so that the requirements of Maintenance of Traffic are satisfied. The Contractor shall schedule his work in accordance with prioritized work site list approved by the Engineer.

The Contractor shall furnish to the Engineer the names, addresses and phone numbers of two key senior staff in the firm who shall be experienced in the full scope of work for this project and who can be contacted by the Engineer in the event of emergency. One of the two key staff shall be available at all times to be contacted within a maximum time period of two (2) hours. Approval of these key staff by the Engineer is required.

### **C.7 CONSTRUCTION COMPLETION TIME**

This S.P. supplements 108.03, 108.06 and is referenced to the S.P. entitled "CONSTRUCTION SCHEDULING."

The completion of the entire project and final acceptance by the District shall be accomplished in duration specified in Section F of the IFB.

Because time is of the essence in completing the Contract work in this project, the payment provisions set forth in this project in the Contract Documents are supplemented by the following:

1. The Contractor shall, fifteen (15) calendar days prior to the start of construction, submit to the Engineer for approval a detailed Plan for accomplishing the work specified.

As a minimum, the Plan shall identify in narrative, graphic and tabular form all major tasks necessary to complete the work and the number of calendar days required to complete that portion of the Contract. The Plan shall also indicate the time for each Contract element.

2. In order to complete construction within the contract stipulated time, the Contractor may have to utilize multiple shifts and/or overtime work (including Saturdays and Sundays, if approved). The cost of multiple shifts and/or overtime work shall be included in the bid prices for the various items of work on the project and no additional compensation will be allowed.
3. In developing the Plan, the Contractor shall consider time lost due to inclement weather. The District will not consider any requests for partial suspension or time extension for time lost due to inclement weather.
4. In developing the Plan, the Contractor shall consider time lost due to delays caused by Verizon. The District will not consider any requests for partial suspension or time extension for time lost.
5. The Contractor must be aware that part of his work may include coordination with various Government agencies. Delay by any outside sources will not constitute grounds for waiving of this S.P.
6. In developing the CPM, the Contractor shall consider the location of existing utilities. The Contractor is warned that delays of a minor nature encountered through required utility

adjustments by others or imprecise utility location information has been considered, and delays resulting there from are not a basis for time extensions.

## **C.8 ADA AND ANSI ACCESS OF PREMISES DURING CONSTRUCTION**

- A. DESCRIPTION** - Contractor shall maintain existing ADA and ANSI accessibility requirements during construction activities within the project footprint. ADA and ANSI accessibility requirements shall include, but not be limited to, parking, building access, entrances, exits, restrooms, and areas of refuge, ramps, emergency exit paths of travel and other required appurtenances. The Contractor shall be responsible for the coordination of all work to minimize disruption to the building occupants and facilities.
- B. MEASURE AND PAYMENT** - No direct measurement or payment will be made for this work. The Cost of this work is considered incidental to the project and the Cost of this work should be included in the Contract Pay Items.

## **C.9 PEDESTRIAN ACCESS REQUIREMENTS**

- A. DESCRIPTION** - The Contractor shall ensure that all sidewalks on this project remain in compliance with the Americans with Disabilities Act (ADA) Standards. All open pedestrian walkway areas, paved or unpaved, shall be maintained and safely usable at all times. Such measures as backfilling or ramping to existing sidewalks or providing alternate sidewalk areas adjacent to existing sidewalks may be used. In high pedestrian use areas, the Engineer may request temporary hard-surface walkways, such as plywood sheets to be installed at no additional cost to the District.
- B. MEASURE AND PAYMENT** - No direct measurement or payment will be made for this work. The Cost of this work is considered incidental to the project and the costs of this work should be included in the Contract Pay Items.

## **C.10 NIGHT WORK**

This S.P. supplements and modifies Article 17.C of the General Provisions and 105.11.

- A. GENERAL** - The Contractor shall be subjected to all night work requirements included in the District Standard Specifications. The Contractor may submit a request for waiving the area noise ordinances for night work from 7:00 p.m. to 7:00 a.m. and to the restrictions on equipment as indicated in Section 105.11. However, the Department gives no guarantee concerning the noise levels granted in any waiver, nor whether or not a variance will be granted.

\* D.C. Law 2-53, District of Columbia Noise Control Act of 1977. For this project, the area will be classified as Special Purpose. The Contractor shall also maintain sufficient light illumination levels for safe operations in all active work areas during evening and night work. Temporary lighting for the Contractor's operations shall comply with OSHA regulations, Section 1926.56, task requirements and as specified elsewhere in these Special Provisions.

- B. RESTRICTIONS** - All night work requirements included in the District Standard Specifications shall apply except as waived upon request of the Contractor and as approved by the District.

- C. MEASURE AND PAYMENT** - No separate measurement or additional payment shall be made for night work or night lighting.

## **C.11 PROJECT SECURITY**

- A. GENERAL** - Portions of the general project site will be open to the public during construction. The Contractor shall take the necessary measures to prevent vandalism and theft of materials, equipment and tools as well as damage to the completed work on the project site. The District Department of Transportation shall not be held liable for any loss or damage resulting there from.
- B. MEASURE AND PAYMENT** - No direct measurement or payment will be made for this work. The Cost of this work is considered incidental to the project and the costs of this work should be included in the Contract Pay Items.

## **C.12 GEOTECHNICAL INFORMATION**

- A. DESCRIPTION** - The material boring logs shown on the Plans or included in these Specifications are only included for the Contractor's information and convenience. It is not intended to imply that the character of materials shown in the logs is representative throughout the project. The soil borings are indicative of the soil characteristics only at the location and to the depth of each of the borings. Even if not specifically shown on the boring logs, the Contractor may find differing site conditions on this project. Existing site exploration information is provided in the Contract Documents for Contractor information only and should be verified by the Contractor.

## **C.14 WORK AND STORAGE SPACE**

This S.P. supplements 103.01 Article 17B.

The Contractor has limited space for construction operations including storage. The Contractor shall be fully responsible for construction operations and scheduling delivery of materials to the project site to allow for the limited space.

The Contractor shall arrange for employee parking and storage space, if necessary, at no additional expense to the District. Inability of the Contractor to obtain additional parking and/or storage space will not serve as a basis of claim for delay. Street parking in public, business or residential areas adjacent to the project site is subject to local regulations.

## **C.15 CONTRACTOR'S SUBMITTALS**

This Special Provision supplements 105.02 (B).

Shop and working drawings, calculations of working drawings, and all other submittals shall be submitted to the Engineer. The Engineer will respond to these submittals within thirty (30) calendar days upon receipt of the submittal from the Contractor unless specified otherwise in the Special Provisions. Submittals that are to be revised and resubmitted shall be subject to the same review period noted above.

The Contractor is responsible for submittals to, reviews by and obtaining approvals from stakeholders. Review periods from stakeholders may be in excess of 30 days.

The Contractor shall transmit shop and working drawings, calculations of shop and working drawings, and submittals to the office of the COTR as follows (quantities of each to be determined by the COTR):

- One (1) reproducible copy;

- Six (6) copies; and
- One electronic copy (sized such that it can be transmitted via email)

Mr. Sanjay Kumar  
 Anacostia Waterfront Initiative (AWI) Program Manager  
 Infrastructure Project Management Administration  
 District Department of Transportation  
 55 M Street, SE, Suite 400  
 Washington, DC 20003

The COTR may require the Contractor to transmit shop and working drawings, calculations of shop and working drawings, and submittals to the Engineer’s Field Office, instead of directly to the COTR. The COTR will notify the Contractor in writing of any changes to transmittal routing.

**C.16 PUBLIC SAFETY AND CONVENIENCE**

The Contractor shall take every measure necessary to ensure the protection of personnel and property. When, in the opinion of the Engineer, construction operations constitute a hazard, the Contractor may be required to suspend operations and rectify the situation. The Contractor will be permitted to recommence work once a plan has been submitted and accepted by the Engineer that resolves the safety issue.

**C.17 COOPERATION WITH UTILITY RELOCATION**

This Special Provision supplements 105.05.

For any underground utility encountered, the Contractor shall immediately notify the Engineer and take immediate and necessary measures to protect the utility or vault to maintain its service until relocation by its owner is accomplished.

**C.18 UTILITY PROTECTIVE ALERT**

This S.P. supplements and modifies 107.16.

Name	Telephone No.	Facilities
“Miss Utility” for Washington Gas Light Co., Verizon, PEPCO, AT&T	(800) 257-7777	Gas lines; telephone, electric and communications conduits and cables
D.C. Water and Sewer Authority	(202) 612-3400	Water mains
	(202) 264-3835	Sewers
the District	(202) 442-4549	Fire Alarm Electrical System
	(202) 671-2710 (day) (202) 727-6161 (night)	Street Light Inspection
	(202) 698-3677	Traffic Signal Systems

Name	Telephone No.	Facilities
AT&T	(703) 232-2149 Bret Moore	Fiber Optic Line

**C.19 UTILITY STATUS**

The District of Columbia Department of Public Works maintains coordination with the public utility companies during the preliminary engineering and the construction phases of the project. The Contractor shall be required to maintain and continue this coordination throughout the construction of the project. Construction delays because of the above shall be the Contractor's responsibility.

Involvement and coordination with utility companies consists of the following:

- A. Location and verification of existing utility lines as shown on the Plans.
- B. All lighting. Furnishing and installation of power feeders, the distribution cables, and lamps for the lighting systems.
- C. Maintenance and protection of utility cables within the limits of work.

**C.20 STAKEHOLDER COORDINATION AND REQUIREMENTS**

- A. The Contractor is responsible for all coordination with, and satisfying all requirements of, stakeholders which include PEPCO, Verizon, DC Water and Sewer Authority for activities on, over, or adjacent their right-of-way and/or facilities or any activities that may affect their operations. When more than one requirement applies, the Contractor shall satisfy the more stringent requirement.
- B. **INSURANCE** - Contractor shall obtain all necessary insurance for work as required from, PEPCO, Verizon and DC Water for work on and around their facilities.
- C. **MEASURE AND PAYMENT** – No direct measurement or payment will be made for this work. The Cost of this work is considered incidental to the project and the costs of this work should be included in the Contract Pay Items.

**C.21 PROGRESS PHOTOGRAPHS: Item 108 002**

This S.P. supplements and modifies 108.08.

- A. **GENERAL** – A minimum of two hundred (200) original photographs will be required. Approximately fifty(50) photographs shall be taken prior to beginning of any work and fifty (50) photographs will be required after construction. The remainder shall be taken throughout the construction work on a monthly basis. In addition, the Contractor will provide any other photographs specifically required under other items.

The Contractor shall submit the photographs in digital format on CD in addition to hard copy prints. The Cost of this work is considered incidental to the project and the costs of this work should be distributed among the Contract Pay Items. No separate measurement or payment will be made for this work.

**C.22 COMMON EXCAVATION: Item 202 002**

This S.P. supplements 202.

**A. GENERAL** - Supplementing 202.02, common excavation excludes structure excavation but shall include all other excavation including unsuitable materials and hard surface pavement for the construction of sidewalks to be constructed to lines, grades and limits indicated on the Plans.

**C.23 STRUCTURE EXCAVATION: Item 205 003**

This S.P. supplements 205.01 of the Standard Specifications.

The Contractor shall take all necessary precautions to avoid damage to existing utilities during excavation. Any portion of existing facilities damaged because of negligence on the part of the Contractor shall be repaired or replaced by the Contractor at no additional cost to the District.

Structure excavation excludes excavation for drilled shafts. For description see the Special Provision for Drilled Shaft 36 inch and 48 inch.

**C.24 AGGREGATE BASE COURSE: Item 209 002**

This S.P. supplements 209.

Supplementing 209.01, work under this item shall also include furnishing, placing and compacting the replacement material at the locations where undercutting was performed to remove soft unsuitable material from below the proposed aggregate base course. Also included is special or hand compaction, if necessary, under, around and over existing or new utility lines and appurtenances uncovered during excavation.

209.02 Materials. The materials for this work shall be crushed stone meeting requirements of 804.04(A).

Supplementing 209.07, payment will be made to include performance of work specified herein.

**C.25 FORM AND INSTALL TRENCH DRAIN : ITEM 000504**

1. **Description.** This Item will govern for the construction of cast-in-place trench drain using an approved trench drain forming system. Trench Drain will be cast using Class A Concrete (Trench Drain) conforming to Item 420, "Concrete Structures". The approved forming system will be in accordance with this Specification, the details shown on the plans and as directed by the Engineer.
2. **Materials.** Trench drains will be formed from pre-engineered and factory fabricated expanded polystyrene foam forming system or other acceptable method as approved by the Engineer. The

forming system will maintain a smooth trench finish and provide a means for easy removal after casting. Trench drain will have a radius bottom and built to a minimum 0.5% slope, as shown on the plans, or as directed by the Engineer. The forms will be capable of maintaining proper alignment during the concrete placement. Trench drain will connect to structures with forming system as shown on the plans or as directed by the Engineer. Connections to structures will not restrict the hydraulic flow of the trench drain.

- A. **MEASUREMENT AND PAYMENT-** Concrete for the trench drain will be paid according to Standard Specification Item 703, “Concrete for Structures”.

## **C.26 FURNISH TRENCH DRAIN GRATES: Item 000509**

Trench drain grates will be ductile iron in accordance with ASTM A-536, grade 65-45-12 and meet an AASHTO load rating of HS-25. Grates will be galvanized. Trench drain grates will have a minimum of 60% open space of total top surface area and will be held in place with a non-rigid, four-point locking system in all four corners of the grate. Trench drain grate retaining devices will not obstruct the flow area of the trench. Trench grates will be removable.

### **Grate Performance and other requirements**

- The grate shall not rock when rotated to any in the frame.
- The grate shall sit down into the frame so that the top surface of the grate will be flush with the top surface of the frame.
- The difference in the level between the grate shall not exceed 1/8 in. at any point when in the frame.

The trench drain grates shall be Neenah Foundry Company, ACO USA, US Foundry or similar.

1. **Construction.** Excavation will be in accordance with Item 207, “Trench Excavation and Backfill” Assemble forming system and install trench drain in accordance with approved shop drawings and manufacturers recommendations or as directed by the Engineer. Shop drawings are required and will contain manufacturer’s installation guidelines.

Trench drain will be constructed with a maximum allowable tolerance of +/- 0.063 in. for dimensional accuracy and rail co-planarity. Place a minimum of 15 in. of concrete around the trench drain form. Concrete for the trench drain will be Class C and will be governed by Standard Specification Item 70320, “Concrete for Structures”. Make connections to new or existing structures as shown on the plans or as directed by the Engineer.

Trench drain rails will be ASTM A-36 structural steel post fabrication galvanized per ASTM A123-89a with a minimum cross section of 1-1/4 in. x 1-1/4 in. x 1/8 in. Trench drain rails will have a minimum diameter 1/4 in. steel anchoring rods with a maximum spacing of 20 in. between each rod measured in the direction of travel and a means for securing adjoining trench rails.

Remove trench drain form and dispose of properly. Install grates with retaining pins on all four corners. Remove any construction debris from trench drain.

- A. MEASUREMENT** - This Item will be measured by the foot along the centerline of the trench drain installed. No payment will be made for forming system installed in excess of the length designated.
- B. PAYMENT**- The work performed and materials furnished in accordance with this item and measured as provided under “Measurement” will be paid for at the unit bid price for “Furnish Trench Drain Grate”.

This price will be full compensation for furnishing all materials (including forms, rails, anchorages, support bars and grates), tools, equipment, and incidentals and for doing all the work involved in installing the trench drain, complete in place, including structure excavation, concrete backfill and collars, reinforcement anchor and other connecting devices as shown on the plans and as directed by the Engineer.

$$Contrast = \left[ \frac{(B1 - B2)}{B1} \right] \times 100C.27$$

This provision supplements 104.02 and 616 of the Standard Specifications.

Supplementing first paragraph of 104.02, reference to the MUTCD shall be to the 2009 edition, with latest revisions or latest edition.

**GENERAL** – Work consists of proper maintenance of vehicular and pedestrian traffic adjacent to the project and includes, but not limited to, the following for Contract duration: safety officer, flaggers and watchmen; public convenience and safety; furnishing, placing maintenance, removal and disposal of all traffic control devices as defined in the MUTCD.

Minimum requirements are presented below. Work includes all operational needs for proper traffic maintenance and coordination with the District Department of Transportation (DDOT) traffic requirements outside the project area.

1. The Contractor may use the traffic control plans in the Contract Plans, however those plans shall be submitted with additional notes, comments and explanations attached to them for approval by the Engineer. If the Contractor uses an alternative traffic control plan, this plan shall be submitted to the Engineer for approval. A Traffic Control Plan (TCP) for each work phase based upon requirements and intents of the Contract Documents, the MUTCD and the Traffic Flow Restrictions shall be submitted and approved prior to starting any construction. These plans shall be submitted as shop drawings and shall include all appropriate warning signs, their size and location, and the arrangement of Type III Barricades, Precast PCC F-Type Barrier, etc. and any other devices deemed necessary. The Contractor shall furnish, install, maintain and remove all traffic controls required for the traffic management in accordance with MUTCD and/or the Traffic Control Plan and Contractor Storage Area/Street Marking Detail sheets of these Contract Documents. No additional payment will be made to the Contractor for alternative TCPs and/or adjustments to the TCP.
2. All work shall be performed during hours specified in S.P. titled “Work Hours.” The Contractor shall obtain approval from the Engineer before working at any other times. Normal traffic flow shall be maintained during these times unless otherwise specified. The

time required to implement and remove closures and install and remove traffic control devices shall be included within the stated time periods.

3. The Contractor shall coordinate his maintenance of traffic work with other Contractors and utility companies working in the same general location to maintain continuity of traffic flow and minimize congestion.
4. The work sites shall be made safe for traffic. Warning shall be provided by installing advance-warning signs, electronically illuminated traffic control devices and warning lights. These devices shall be used in conjunction with other traffic control devices.
5. Construction work zones shall be made safe for traffic as shown on the approved TCP. Work areas shall be delineated by barriers of type and size necessary to provide adequate protection of workers, motorists and pedestrians. Except when necessary to provide ingress and egress for construction vehicles and equipment to/from the work area, open spaces between adjacent barrier sections shall not be permitted.
6. Where traffic must travel adjacent to a lane during excavation, placing soils base, and placing and curing PCC base, the Contractor shall place temporary PCC safety barriers near the edge of the traveled lane.
7. At no time shall the approach ends of portable PCC barriers be left unprotected. The Contractor shall protect the approach ends of portable barriers with temporary impact attenuators.
8. The Contractor shall furnish and install temporary pavement markings and shall remove these markings and existing markings without damaging the finished pavement surface, in accordance with this TCP and/or as directed by the Engineer.
9. The Contractor shall furnish, install and maintain (clean, repair and replace damaged parts) all necessary, required and specified construction warning signs, flashing arrow boards, and all other necessary and required traffic control devices through the construction areas. All temporary traffic control devices including attenuators shall conform to the requirements of NCHRP 350.
10. The Contractor shall give one-hundred-sixty-eight (168) hours' notice to the District prior to making a change in traffic flow patterns.
11. Temporary detours during the erection of new bridge substructure and superstructure shall not be allowed without approval from the Engineer.
12. All traffic control devices used for maintenance of traffic shall remain the property of the Contractor and shall be removed from the project site upon completion of work.
13. The Contractor shall furnish all necessary certified flaggers as may be required during the course of construction activities. They shall be equipped with safety vests, hard hats and traffic control devices per section 6F-2 of the MUTCD. The Cost of this work is considered to be incidental to the project and the costs of flagging operations should be distributed among the Contract Pay Items. No separate measurement or payment will be made for this work.

## **TRAFFIC FLOW RESTRICTIONS**

### **14. General**

- a.** Maintain traffic at all intersections and driveways during construction by sub-phases in accordance with the District Design Standard DWG. Nos. 616.12 and 616.14, “Typical Lane Closure – City Streets,” and in accordance with the Drawings and notes included in the Contract Documents. It is the ultimate responsibility of the Contractor to refine the details specific to each location and any conflicts in the details shall be resolved before implementation and shall not form a basis for any claim.
- b.** No parking shall be allowed during the construction period within the limits of construction.

## **C.27 MAINTENANCE OF TRAFFIC: Item 612 002:**

This S.P. supplements and modifies 104.02.

Supplementing first paragraph of 104.02, reference to the MUTCD shall be to the 2009 edition, with latest revisions.

(A) TRAFFIC FLOW RESTRICTIONS – First paragraph of 104.02(A) is modified as follows:

Intersecting Streets Construction - Intersecting streets to be performed in accordance with D.C. Standard Details 616.12 and 616.14 enclosed herein.

(B) TRAFFIC CONTROL PLAN (TCP) –Traffic Control Plan is included in the contract plans. The Contractor shall submit a traffic control plan to perform the required work to the Engineer for approval prior to starting any construction. The Contractor may alternatively submit a typical drawing (applicable to the situation) from the MUTCD or DDOT Standard Details. The plan shall include, but is not limited to, the arrangement, size and location of such items as appropriate warning signs, traffic cones and drums, and arrow panels. These traffic control devices shall conform to the most recent version of the MUTCD and DC Design Standards (various typical situation drawings are included as a guide). The Contractor shall be responsible for furnishing, installing, maintaining and removing all the required traffic control devices during working and non-working hours. All devices shall be in new or like new conditions. Applicable requirements of 104.02(B) apply.

(C) TRAFFIC CONTROLS - 104.02(C) applies.

(D) FLAGGERS – The Contractor shall furnish all necessary flaggers that may be required during the course of construction activities. It is the responsibility of the Contractor, utilities and agencies to ensure that trained personnel administer flagging. They shall be equipped with safety vests, 24” stop/slow paddles and helmets as per Section 6E of the MUTCD.

(E) TRAFFIC CONTROL DEVICES – Approved warning signs, channelizing drums, cones, arrow panels, etc. shall be provided to insure motorists of positive guidance in advance of and through the work zone. Erection of regulatory signs such as stop, speed limit and no parking signs must be specifically authorized. Advance Warning signs shall be 48” x 48” in size and the face sheeting shall be Fluorescent Orange High Performance Wide Angle Retro-reflective material or equal. Roll-up signs are approved however; they also must be 48” x 48” in size and of the same Orange Fluorescent material. Note: Mesh roll-up signs are not approved. Sign Supports shall be of a spring-loaded type or equivalent. Tripod or A-frame sign stands are not approved.

The temporary signs and markings placed in or adjacent to the work zone shall be consistent and visible at all times. The existing signs and markings may be covered and/or removed temporarily if the intended functions of these signs and markings will not be applicable during construction. However, they shall be replaced promptly when work is completed. All temporary signs no longer applicable to the work zone shall be removed or turned away from traffic. The Contractor shall document all existing pavement markings and signage that is removed due to their work. The Contractor shall place temporary pavement markings at the end of each workday. The Traffic Services Administration shall approve all temporary and permanent markings.

(F) NIGHT WORK – There will be no nighttime work.

(G) MEASUREMENT AND PAYMENT – The unit of measure will be the Job, paid for under Item 616 001. Payment for Maintenance of Highway Traffic will be at the contract lump sum price, which shall include payment for preparation, submission and approval of the traffic control plan, installation, maintenance and removal of all approved traffic control devices, flagging, when required, and any other materials, tools, equipment and incidentals necessary to complete the work. No direct measurement will be taken for a lane closure and will be considered as part of the lump sum pay item.

The Contractor shall be required to replace all damaged traffic control devices. There will be no payment for replacing any said devices and this shall be included in the lump sum pay item for Maintenance of Highway Traffic. Traffic control devices damaged by vandalism or due to the Contractors operations shall be replaced by the Contractor at Contractors expense.

**SECTION D: PACKAGING AND MARKING – N/A**

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

- E.1** The inspection and acceptance requirements for this contract shall be governed by the DDOT Standard Specifications for Highways and Structures, 2013, unless otherwise stated in the project Specifications and Special Provisions.

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

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

The term of the contract shall be for a period of 90 calendar days from the Notice to Proceed (NTP).

### **F.2 DELIVERABLES**

**F.2.1** The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the COTR identified in section G.9 in accordance with the project specifications.

**F.2.2** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 which is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the District shall not make final payment to the Contractor pursuant to section G.3.2.

## **SECTION G: CONTRACT ADMINISTRATION**

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

**G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

**G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

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

**G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

2000 14<sup>th</sup> Street NW 6<sup>th</sup> Floor  
Washington DC 20009  
Telephone: 202-671-2300

**G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

**G.2.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

**G.2.2.2** Contract number and invoice number;

**G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

**G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;

**G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

**G.2.2.6** Name, title, phone number of person preparing the invoice;

**G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

**G.2.2.8** Authorized signature.

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

**G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

**G.3.2** The District shall not make final payment to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

### **G.4 PAYMENT Partial Payments**

Unless otherwise specified in this contract, payment will be made on partial deliverables of goods and services accepted by the District if the Contractor requests it and the amount due on the deliverables is in accordance with the following:

“Payment will be made on completion and acceptance of each item for which the price is stated in the Schedule in Section B.”

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

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

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

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

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

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

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

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at

the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

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

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

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

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

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

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

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

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

## **G.6.3 Subcontract requirements**

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

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

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

Ms. Courtney B. Lattimore  
Deputy Chief Contracting Officer  
Office of Contracting and Procurement  
District Department of Transportation  
55 M Street, SE, 7<sup>th</sup> Floor  
Washington, DC 20003  
Telephone: 202-671-2270  
E-mail address: courtney.lattimore@dc.gov

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

- G.8.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

## **G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

- G.9.1** The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
  - G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
  - G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
  - G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
  - G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
  - G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.2** The address and telephone number of the COTR is:

Mr. Sanjay Kumar, P.E.  
Program Manager, Anacostia Waterfront Initiative  
District Department of Transportation  
55 M Street, SE, 4<sup>th</sup> Floor  
Washington, DC 20003  
Telephone: 202-741-5356  
Email: Sanjay.Kumar@dc.gov

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

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

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

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

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

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

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

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

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

In accordance with the applicable provisions of 29 CFR, Part 1, which requires that the correct wage determination and the appropriate wage rates therein, is incorporated into this contract, General Wage Decision No. DC140001, is attached as Section J.6 and contains the specific applicable wage rates which are:

#### **PAVING AND INCIDENTAL GRADING 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) will be made a part of this contract by modification to the Contract. The Contractor shall be reimbursed for any added labor cost monthly upon submission of sufficient documentation with his/her monthly request for payment. Attachment J.2 replaces Section 103.02A, 103.02B and 103.02C of the Standard Specifications for Highways and Structures, 2005, revised 2007. The contractor must adhere to the labor provisions in Attachment J.2, Required Labor Contract Provisions.

### **H.3 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.

#### **H.4 PUBLICITY**

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

#### **H.5 FREEDOM OF INFORMATION ACT**

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

#### **H.6 51% District Residents New Hires Requirements and First Source Employment Agreement:**

- (a) For contracts for services in the amount of \$300,000 or more, the contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).
- (b) The contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service’s (DOES), in which the Contractor shall agree that:
  - (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the First Source Register; and
  - (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.
- (c) The contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.
- (d) The contractor agrees that at least 51% of the new employees hired to perform this contract shall be District residents.

- (e) The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.
- (f) With the submission of the contractor's final request for payment from the District, the Contractor shall:
  - (1) Document in a report to the CO its compliance with its Employment Agreement; or
  - (2) Submit a request to the CO for a waiver of compliance with its Employment Agreement, which must include the following documentation:
    - (a) Material supporting a good faith effort to comply;
    - (b) Referrals provided by DOES and other referral sources; and
    - (c) Advertisement of job openings listed with DOES and other referral sources.
- (g) The CO may waive the provisions of its Employment Agreement if the CO finds that:
  - (1) DOES has certified that the contractor has demonstrated a good faith effort to comply;
  - (2)
    - (a) The Contractor is located outside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson;
    - (b) None of the contract work was performed inside the Washington Standard Metropolitan Statistical Area;
    - (c) The contractor published each job opening or part-time work needed for seven (7) calendar days in a District newspaper of city-wide circulation; and
    - (d) DOES certifies that there are insufficient eligible applicants from the First Source Register that possess the skills required by the positions, or the eligible applicants are not available for part-time work or do not have the means to travel to the onsite job; or
  - (3) The Contractor enters into a special workforce development training or placement arrangement with DOES.
- (h) The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- (i) If the contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the contractor fails to meet its hiring requirements.

- (j) Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- (k) The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 Disputes**.
- (i) The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

## **H.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

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

## **H.8 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

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

## **H.9 WAY TO WORK AMENDMENT ACT OF 2006**

**H.9.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

**H.9.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.9.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

**H.9.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.9.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

**H.9.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

**H.9.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

**H.9.8** The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**H.9.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

**H.10 SUBCONTRACTING REQUIREMENTS**

**H.10.1 Mandatory Subcontracting Requirements**

**H.10.1.1** For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

**H.10.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

**H.10.1.3** A prime contractor, which is certified as a small, local or disadvantaged business enterprise, shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

## **H.10.2 Subcontracting Plan**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its bid, a notarized statement detailing its subcontracting plan. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder is required to subcontract, but fails to submit a subcontracting plan with its bid. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

**H.10.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

**H.10.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

**H.10.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

**H.10.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

**H.10.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;

**H.10.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

**H.10.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;

**H.10.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and

**H.10.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

**H.10.3** **Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21<sup>st</sup> of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

**H.10.3.1** The dollar amount of the contract or procurement;

**H.10.3.2** A brief description of the goods procured or the services contracted for;

**H.10.3.3** The name of the business enterprise from which the goods were procured or services contracted;

**H.10.3.4** Whether the subcontractors to the contract are currently certified business enterprises;

**H.10.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

**H.10.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

**H.10.3.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

**H.10.4** **Enforcement and Penalties for Breach of Subcontracting Plan**

**H.10.4.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

**H.10.4.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

**H.10.4.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

## **SECTION I: CONTRACT CLAUSES**

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

The District of Columbia, Department of Transportation Standard Specifications for Highways and Structures, 2013 (SCPs) are incorporated herein by reference, with the same force and effect as if given in full text.

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

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

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

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

### **I.4 TIME**

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

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

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

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

**I.5.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance

diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

**I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

**I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

**I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

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

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

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

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

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

**RESTRICTED RIGHTS LEGEND**

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

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

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

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

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

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

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

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

## **I.6 OTHER CONTRACTORS**

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

## **I.7 SUBCONTRACTS**

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

## **I.8 INSURANCE**

A. GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the 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: \$1,000,000 per occurrence, including the District of Columbia as additional insured.

B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

F. **NOTIFICATION.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.

G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Ms. Courtney B. Lattimore  
Deputy Chief Contracting Officer  
Office of Contracting and Procurement  
District Department of Transportation  
55 M Street, SE, 7<sup>th</sup> Floor  
Washington, DC 20003  
Telephone: 202-671-2270  
E-mail address: courtney.lattimore@dc.gov

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

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

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

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

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

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

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

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) IFB, as amended
- (6) Bid

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

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

## **I.12 GOVERNING LAW**

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

### **I.12.1 COORDINATION WITH OTHERS**

This S.P. supplements Article 18 of the Standard Specifications 103.01.

The Contractor is alerted that other contracts either associated with this project or of different scope either have been, will be, or may be released or let for work in the vicinity of the project area.

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 made with regard to proper maintenance of highway traffic through the project area. The Contractor shall perform lane closings and re-openings 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 costs resulting from the performance or non-performance of others.

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

### **I.12.2 CONTRACTOR IDENTIFICATION**

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

Please refer any question regarding this matter to Office of the Chief Financial Officer of the District Department of Transportation, Telephone (202) 673-6813.

### **I.12.3 BID GUARANTY**

This S.P. supplements Article 12, Bond Requirements, Part A, of the INSTRUCTIONS TO BIDDERS, STANDARD CONTRACT PROVISIONS FOR USE WITH SPECIFICATIONS FOR DISTRICT OF COLUMBIA GOVERNMENT CONSTRUCTION PROJECTS, 1973, AS AMENDED.

The Bid Guaranty period shall be one-hundred and twenty (120) calendar days after opening of the bids.

### **I.12.4 DISPUTES**

This S.P. supplements and modifies Article 7 of the Standard Specifications 103.01.

Claims by the District against a Contractor:

- A.** Claim as used in Section A 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.

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.
- B.** 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.
- C.** 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.

**SECTION J: ATTACHMENTS/APPENDICES**

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Standard Specifications for Highways and Structures, 2013, Incorporated by Reference
<b>J.2</b>	U.S. Department of Labor General Decision Number: DC140001
<b>J.3</b>	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”
<b>J.4</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
<b>J.7</b>	Tax Certification Affidavit
<b>J.8</b>	Subcontractor Approval Request
<b>J.9</b>	Subcontracting Plan
<b>J.10</b>	Bidder/Offeror Certification Form
<b>J.11</b>	Required Labor Contract Provisions (Modifications) Payment of Predetermined Minimum Wages
<b>J.12</b>	Equal Employment Opportunity/Affirmative Action Requirements
<b>J.13</b>	Monthly Employment Utilization Report
<b>J.14</b>	Geotechnical Investigation
<b>J.15</b>	Utility Test Pits

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

1. Non-Collusion Affidavit
2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction
3. Payment to Subcontractors and Suppliers Certification
4. Equal Opportunity Compliance
5. D.C. Residents Employment Agreement
6. Bid Bond, including Certificate as to Corporation
7. Bid Form
8. Certification of Independent Price Determination

INVITATION NO.: DCKA -2014-B-0011

SUBJECT: Alley Reconstruction at 31<sup>st</sup> Street and R Street

**NON-COLLUSION AFFIDAVIT**

I, the undersigned depose and certify that I am the \_\_\_\_\_  
Title

\_\_\_\_\_ Of the \_\_\_\_\_  
Company

That I am authorized to make this affidavit on behalf of said company; and that said company y has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposal submitted in connection with proposed contract.

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Date

**CERTIFICATION REGARDING DEBARMENT  
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTION**

INVITATION NO.: DCKA -2014-B-0011

PROJECT: Alley Reconstruction at 31st Street and R Street

\_\_\_\_\_, being  
(President or Authorized Official of Bidder)

duly sworn (or under penalty of perjury under the laws of the United States), certifies that, except as noted below, (the Company) or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds):

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any Federal, District or State statutes;

has not been suspended, debarred, voluntarily excluded or determined ineligible by an Federal, District or state agency within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions shall not necessarily result in denial of award, but shall be considered in determining acceptability of offeror. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
President or Authorized Official

\_\_\_\_\_  
Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public Law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this \_\_\_\_\_ day \_\_\_\_\_

At \_\_\_\_\_  
City and State

\_\_\_\_\_  
Notary Seal

\_\_\_\_\_  
Notary Public

INVITATION NO.: DCKA -2014-B-0011

PROJECT: Alley Reconstruction at 31st Street and R Street

**PAYMENT TO SUBCONTRACTORS AND SUPPLIERS CERTIFICATION**

The Contractor, prior to receiving a progress payment, shall submit to the Contracting Officer, certification that the Contractor has made and shall make payments to his subcontractors and suppliers within seven (7) business days of receipt of such payment by DCDOT for work performed by subcontractors/suppliers.

The certification must be accompanied by a list of all subcontractors and suppliers who shall receive payment from the invoice and the dollar amount. Payment shall not be made until the Prime Contractor submits this information.

Certification shall be made on the following standard form.

To: Contracting Officer  
Department of Transportation  
55 M Street S.E., 7<sup>th</sup> Floor  
Washington, DC 20003

I hereby certify:

I have made, or shall make payments to all my subcontractors/suppliers within seven (7) business days of receipt of such payment by DCDOT for work performed by subcontractors/suppliers. The subcontractors and suppliers are listed herein:

\_\_\_\_\_  
Contractor/Company Name

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

FAP  
DC  
Revised 3/12

INVITATION NO.: DCKA -2014-B-0011

PROJECT NAME: Alley Reconstruction at 31st Street and R Street

**ASSURANCE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**

***MAYOR’S ORDER 85-85, EFFECTIVE JUNE 10, 1985, and THE RULES IMPLEMENTING MAYOR’S ORDER 85-85, 33 DCR 4952, (published August 15, 1986), “ON COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS IN DISTRICT GOVERNMENT CONTRACTS,” ARE HEREBY INCLUDED AS PART OF THIS BID/PROPOSAL THEREFORE, EACH BIDDER/OFFEROR SHALL INDICATE BELOW ITS WRITTEN COMMITMENT TO ASSURE COMPLIANCE WITH MAYOR’S ORDER 85-85 and THE IMPLEMENTING RULES. FAILURE TO COMPLY WITH THE SUBJECT MAYOR’S ORDER AND THE IMPLEMENTING RULES SHALL RESULT IN REJECTION OF THE RESPECTIVE BID/PROPOSAL.***

I, \_\_\_\_\_, the authorized representative of, \_\_\_\_\_  
\_\_\_\_\_, hereinafter referred to as “Contractor” certify that the Contractor is fully aware of all of the provisions of Mayor’s Order 85-85, effective June 10, 1985, and of the Rules implementing Mayor’s Order 85-85, 33 DCR 4952. I further certify and assure that the Contractor shall fully comply with all applicable provisions of the Mayor’s Order and implementing rules if awarded the DC Government contract referenced by the contract number entered below. Further, the Contractor acknowledges and understands that the award of said contract and its continuation are specifically conditioned upon the Contractor’s compliance with the above-cited Orders and Rules.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
CONTRACT NUMBER

\_\_\_\_\_  
DATE

INVITATION NO.: DCKA -2014-B-0011

PROJECT NAME: Alley Reconstruction at 31st Street and R Street

**EMPLOYMENT AGREEMENT**

For all offers over \$100,000, except for those in which the Offeror is located outside the Washington Metropolitan Area and shall perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Offeror recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Offeror agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this contract and in compliance with Mayor's Order 83-265 and implementing instructions: (1) at least 51% of all jobs created as a result of this contract are to be performed by employees who are residents of the District of Columbia; and (2) at least 51% of apprentices and trainees shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Offeror also agrees to notify all prospective subcontractors, prior to execution of any contractual agreements, that the subcontractors are expected to implement Mayor's Order 83-265 in their own employment practices. The Offeror understands and shall comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. official Code sec. 32-1401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Code sec. 2-219.01 et seq.

The Offeror certifies that it intends to enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Offeror shall use DOES as the first source for recruitment and referral of any new employees. The Offeror shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Offeror to hire or train persons it does not consider qualified based on standards the Offeror applies to all job applicants.

Name \_\_\_\_\_ Title\_\_\_\_\_

Signature \_\_\_\_\_ Date\_\_\_\_\_

Office of Contracting and Procurement (CONSTRUCTION)		BID BOND		Date Bond Executed (Must Not be later Than Bid Opening Date)	
Bid Bond Period Ninety (90) Working Days After Bid Opening		TYPE OF ORGANIZATION ("X")			
PRINCIPAL Name(s) and Address(es)		<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> PARTNERSHIP	
		<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> CORPORATION	
		STATE OF INCORPORATION			
SURETY (IES) Name(s) and Address(es)		<b>PENAL SUM OF BID</b>			
		AMOUNT NOT TO EXCEED			
		MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENT(S)
		<b>BID IDENTIFICATION</b>			
		BID OPENING DATE		INVITATION NO: DCKA-2014-B-0011	

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the bid identified above.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within ninety (90) working days after said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after being called upon to do so, furnish Performance & Payment bonds with good and sufficient surety, as may be required, for the faithful performance and proper fulfillment of the Contract, and for the protection of all persons supplying labor specified, or the failure to furnish such bond within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

Each Surety executing this bond hereby agrees that its obligation shall not be impaired by extension(s) of time for acceptance of the bid that the Principal may grant to the District, notice of which extension(s) to the Surety(ies) being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than ninety working days in addition to the period originally allowed for acceptance of the bid.

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

**PRINCIPAL**

<b>1. Signature</b>	<b>1. Attest</b>	<b>Corporate Seal</b>
Seal Name & Title (Typed)	Name & Title (Typed)	
<b>2. Signature</b>	<b>2. Attest</b>	<b>Corporate Seal</b>
Seal Name & Title (Typed)	Name & Title (Typed)	

PRINCIPAL (Continued)

**CERTIFICATE AS TO CORPORATION**

I, \_\_\_\_\_ certify that I am \_\_\_\_\_

**Secretary of the Corporation named as Principal herein, that**

**\_\_\_\_\_ who signed this bond on behalf of the Principal was then**

Of said corporation; that I know this signature, and his signature thereto is genuine; that said bond was duly signed and sealed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

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

**SURETY(IES)**

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

**INSTRUCTIONS**

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

**Form No. DC 2640-5**

**BID FORM  
(CONSTRUCTION CONTRACT)**

Read Instructions to Bidders (See Standard Contract Provisions as amended)	Invitation No.: <b>DCKA -2014-B-0011</b> Issue Date:
---	---

TO: CONTRACTING OFFICER, GOVERNMENT OF THE DISTRICT OF COLUMBIA  
 In compliance with above Invitation, the undersigned proposes to furnish all plant, labor and materials and perform required work per provisions as set forth in the Standard Contract Provisions, as amended, specifications, addenda, drawings, for the consideration of:

**PROJECT TITLE: Alley Reconstruction at 31st Street and R Street**

The undersigned agrees that if he is awarded the Contract within 90 calendar days after bid opening date and he is notified thereof, he will within 10 days after the prescribed forms are forwarded for execution, or within any authorized extension of time, execute and deliver a Contract on Form No. DC 2640-6 and furnish performance and payment bonds on Form No. DC 2640-7 and Form No. DC 2640-8 with good and sufficient survey; and that if he falls or refuses, required bid guaranty shall be applied as specified in Instructions to Bidders.

Undersigned acknowledges receipt of the following addenda. Failure to acknowledge receipt of all addenda may result in rejection of bid.

Addendum No.	1	2	3	4	5	6	7	8
Received								

Enclosed is bid guaranty consisting of 5% of the total bid Bid Bond  Certified Check  Other   
 Name of bidder must be shown in full if an individual; and if a partnership, full names of all partners must be shown. If bidder is a corporation, impress corporate seal and furnish name of State where incorporated. If joint venture, all parties must sign.

Bidder represents that he operates as an individual  joint venture,  corporation   
 Incorporated in State of \_\_\_\_\_ Telephone No. \_\_\_\_\_

Name of Bidder (Type or print)	Corporate Seal
DUNS or RUBS NO _____	
Business Address (Type or print)	
By (Signature in ink)	Attest
Title of Person Signing	Title of Person Attesting

Envelopes containing bid, guaranty, etc., must be sealed, marked and addressed as follows:

Mark envelope in upper left corner as follows: Invitation No.: <b>DCKA-2014-B-0011</b> To be opened (date): At 2:00 P.M. Envelopes available from Office of Contracting and Procurement	Address as follows: Department of Transportation Office of Contracting and Procurement 55 M Street, S.E., 4 <sup>th</sup> Floor Washington, DC 20003
---	--

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each Signature of the Bidder is considered to be a certification by the signatory in accordance with D.C. Official Code 2-203.16 that:

- 1) The prices in this Bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, *or* agreement with any Bidder or competitor relating to:
  - (i) those prices
  - (ii) the intention to submit a Bid, or
  - (iii) the methods or factors used on calculate the prices in the Bid;
- 2) The prices in this Contract have not been and shall not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and
- 3) No attempt has been made or shall be made by the Bidder to induce any other concern to submit or not to submit a Bid for the purpose of restricting competition.

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

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

---

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

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

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

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

## SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

### L.1 METHOD OF AWARD

- L.1.1 The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- L.1.2 The District intends to award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid.

### L.2 PREPARATION AND SUBMISSION OF BIDS

- L.2.1 Bidders shall submit a signed original of the bid package. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted as specified in Section A.3 in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. DCKA - 2014-B-0011".**
- L.2.2 The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.
- L.2.3 The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.
- L.2.4 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.
- L.2.5 The bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs in section B.4 will render the bid non-responsive and disqualify a bid.

### L.3 FAMILIARIZATION WITH CONDITIONS

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

### L.4 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than **2:00 p.m.** local time on **the bid opening date** as specified in Section A.9.

## **L.5 WITHDRAWAL OR MODIFICATION OF BIDS**

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

## **L.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

**L.6.1** Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are “late” and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The bid or modification was sent by registered or certified mail no later than the fifth (5<sup>th</sup>) day before the date specified for receipt of bids; or
- b. The bid or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

### **L.6.2 POSTMARKS**

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

### **L.6.3 LATE SUBMISSIONS**

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

### **L.6.4 LATE MODIFICATIONS**

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

### **L.6.5 LATE BIDS**

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

## **L.7 HAND DELIVERY OR MAILING OF BIDS**

Bidders must deliver or mail their bids to the address in Section A.8 of the cover page.

## **L.8 ERRORS IN BIDS**

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

## **L.9 QUESTIONS ABOUT THE SOLICITATION**

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the CO. The prospective bidder shall submit questions no later than fourteen (14) calendar days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than fourteen (14) calendar days before the date set for submission of bids. The District will furnish responses promptly to all prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

## **L.10 FAILURE TO SUBMIT BIDS**

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the CO, District Department of Transportation (DDOT), Office of Contracting and Procurement (OCP), 55 M Street, SE, Washington, DC 20003, 202-478-9123, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, DDOT/OCP, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the CO, DDOT/OCP, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

## **L.11 BID 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, 717 14<sup>th</sup> Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

## **L.12 SIGNING OF BIDS**

**L.12.1** The bidder shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by

evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

**L.12.2** All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

### **L.13 ACKNOWLEDGMENT OF AMENDMENTS**

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

### **L.14 BIDS WITH OPTION YEARS**

The bidder shall include option year prices in its bid. A bid may be determined to be nonresponsive if it does not include option year pricing.

### **L.15 LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

**L.15.1** Name, address, telephone number and federal tax identification number of bidder;

**L.15.2** A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.15.3** If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

### **L.16 BID OPENING**

The District shall publicly open bids submitted in response to this IFB. The District shall read aloud or otherwise make available the name of each bidder, the bid price, and other information that is deemed appropriate.

#### **L.17 CERTIFICATES OF INSURANCE**

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

Ms. Courtney B. Lattimore  
Deputy Chief Contracting Officer  
Office of Contracting and Procurement  
District Department of Transportation  
55 M Street, SE, 7<sup>th</sup> Floor  
Washington, DC 20003  
Telephone: 202-671-2270  
E-mail address: courtney.lattimore@dc.gov

#### **L.18 GENERAL STANDARDS OF RESPONSIBILITY**

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

**L.18.1** To be determined responsible, a prospective contractor must demonstrate that it:

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

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

**L.18.2** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

#### **L.19 SPECIAL STANDARDS OF RESPONSIBILITY**

**L.19.1** In addition to the general standards of responsibility set forth in Section L.17, the prospective contractor must demonstrate to the satisfaction of the District as outlined in the Special Provision titled “Prefabricated Bridges.” The bidder must submit with its bid convincing evidence that demonstrates that the bidder meets the Special Standard(s) of Responsibility. At a minimum, a bidder must provide the evidence as outlined in the Special Provision titled “Prefabricated Bridges.”

## **SECTION M: EVALUATION FACTORS**

### **M.1. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

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

#### **M.1.1. Application of Preferences**

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

- M.1.1.1** A prime contractor that is a small business enterprise certified by the DSLBD (“SBE”) will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to this Invitation for Bids (IFB).
- M.1.1.2** A prime contractor that is a resident-owned business (“ROB”) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this IFB.
- M.1.1.3** A prime contractor that is a longtime resident business (“LRB”) certified by DSLBD will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to this IFB.
- M.1.1.4** A prime contractor that is a local business enterprise (“LBE”) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to this IFB.
- L.1.1.5** A prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (“DZE”) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to this IFB.
- M.1.1.6** A prime contractor that is a disadvantaged business enterprise (“DBE”) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this IFB.
- M.1.1.7** A prime contractor that is a veteran-owned business (“VOB”) certified by DSLBD will receive no reduction in the bid price for a bid submitted by the VOB in response to this IFB.
- M.1.1.8** A prime contractor that is a local manufacturing business enterprise (“LMBE”) certified by DSLBD will receive no reduction in the bid price for a bid submitted by the LMBE in response to this IFB.

#### **M.1.2 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is twelve per cent (12%) for bids submitted in response to this IFB. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

### **M.1.3 Preferences for Certified Joint Ventures**

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

### **M.1.4 Verification of Bidder's Certification as a Certified Business Enterprise**

**M.1.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.

**M.1.4.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, NW, Suite 970N  
Washington DC 20001

**M.1.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

## **M.2 EVALUATION OF OPTION YEARS**

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

## **APPENDICES**

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# **“THE LIVING WAGE ACT OF 2006”**

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

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

**Effective January 1, 2014, the living wage rate is \$13.60.**

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

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

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

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

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

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

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

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

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

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

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



## **LIVING WAGE ACT FACT SHEET**

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

**Effective January 1, 2014, the living wage rate is \$13.60 per hour.**

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

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

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

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

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

7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District of Columbia;
8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26. U.S.C. §501(c)(3));
9. Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code §44-501); provided however, that a home care agency, a community residence facility, or a group home for persons with intellectual disabilities shall not be required to pay a living wage until implementing regulations are published in the D.C. Register and any necessary state plan amendments are approved; and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

## **Enforcement**

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

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

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

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

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

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

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

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

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**

**Office of the Chief Financial Officer**

**Office of Tax and Revenue**



**TAX CERTIFICATION AFFIDAVIT**

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

**Date**

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

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

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

I hereby certify that I am in compliance with the applicable tax filing and payment requirements of the District of Columbia.

The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities. The penalty for making false statements is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code § 47-4106.

**Signature of Authorizing Agent**

**Title**

# **COST/PRICE DATA REQUIREMENTS**

## **1. GENERAL INFORMATION:**

- 1.1 Offerors submitting cost/price proposals, in response to a District Request For Proposal (RFP), sole source procurement, change order, or contract modification exceeding \$500,000 in total value, must include a complete cost and pricing data breakdown (i.e., data that is verifiable and factual) for all costs identified in the proposal, and relevant to the performance of the contract. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the Offeror has been submitted, either actually, or by specific identification, to the District. If not available at the time of submission, as later information comes into the Offeror's possession, it should be promptly submitted to the District in a manner that clearly demonstrates its relationship to, and effect on, the Offeror's cost/price proposal. This requirement continues up to the date of final agreement on price and/or other issues, as agreed upon between the parties.
- 1.2 There is a clear distinction between submitting cost or pricing data and merely making available books, records and other documents without identification or context. By submitting a cost/price proposal, the Offeror, if selected for negotiation, grants the Contracting Officer, or an authorized representative, the right to examine, at any time before award, those books, records, documents, and other types of factual information, regardless of form or whether such supporting information is specifically referenced or included in the proposal as a basis for pricing, that will permit an adequate evaluation of the proposed cost/price.
- 1.3 The cost/price proposal will represent the offeror's understanding of the RFP's requirements and the offeror's ability to organize and perform those requirements effectively and efficiently. The evaluation of the Offeror's cost/price proposal will be based on an analysis of the realism and completeness of the cost data, the conformity of the cost to the offeror's technical data and the proposed allocation of labor-hours and skill sets. Pertinent cost information, including but not limited to Defense Contract Auditing Agency (DCAA) and/or the Department of Labor (DOL) recommended rates for direct labor, overhead, general and administrative expense (G&A), etc., as necessary and appropriate, must be used to arrive at the most probable cost to be incurred by the Offeror. If the District considers the proposed costs to be unrealistic, the Offeror should adjust its proposed costs accordingly. Any inconsistency, whether real or apparent, between promised performance and cost or price should be explained in the cost/price proposal. The burden of proof for cost credibility rests with the Offeror.
- 1.4 The Offeror must submit its cost/price proposal in hard copy as well as on a diskette, which is in a format (i.e. MS Office, Lotus 1-2-3, etc.) specified and/or provided by the Agency Contracting Officer in the solicitation package. All cost/price proposals should provide a cost summary by all cost elements, cross-referenced to supporting documentation. See Table No. (1.4).

1.5 The following information shall be included in this section, for the prime contractor and each proposed subcontractor:

- (a) A properly completed “Cost/Price Disclosure Certification.’
- (a) Identification of any estimates, along with the rationale and methodology used to develop them, including judgmental factors used in projecting future costs, based on known data, and the timing, nature and extent of any material contingencies.
- (c) Disclosure of any other activities or likely events which could materially impact specific costs (i.e., existing large material and supply inventories, management/ownership changes, new technologies, collective bargaining agreements, etc.)
- (d) Disclosure of any and all awarded and pending contracts with the District of Columbia, including contract number(s), amount, type (fixed price, cost reimbursement, etc.), agency, and a brief description of services.
- (e) Source of approval and the latest date of approval of the offeror’s Accounting system.

**Table (1.4)  
Example Cost Summary Format**

Cost Item	Task 1			Task 2			Task 3			Task 4, etc.			Base Year Total
	R	H	D	R	H	D	R	H	D	R	H	D	
Direct Labor Categories ♦ Employee A ♦ Employee B ♦ Employee C Total Labor Hours													
Total Labor Dollars													
Fringe Benefit													
Labor Overhead *													
Total Direct Labor													
Other Direct Costs ♦ Equip. & Supplies ♦ Materials ♦ Travel ♦ Other													
Subcontractors ♦ Sub A ♦ Sub B													
ODC Overhead *													
Total ODC & Subcontractors													
G&A													
Fee/Profit													
Total Price													

H = Hours                  R = Rate                  D = Dollars (Rate X Hours = Dollars)

***Note: Provide cost information similar to the above format for each option/out-year***

*\* Note: Small, field-based trade providers typically have a labor or combined overhead cost components. Larger, more diversified providers may have separate labor, and/or ODC or combined overhead component.*

## **2. SUPPORTING COST DATA:**

2.1 The Offeror shall provide, for each cost element, a narrative description, in sufficient detail, to demonstrate price reasonableness, credibility and reliability. The Offeror shall provide its assumptions and methodologies used to estimate each cost element (significant item and quantity estimates, labor hour expenditure patterns and mix, etc.). The following information shall be included in this section:

2.1.1. The Offeror's total estimated costs plus its fee (if applicable) for providing all of the requirements of the RFP, as proposed in their technical proposal. Offerors should support their best estimates of all costs (direct, indirect, profit, etc.) to be incurred in the performance of the contract.

2.1.2. When proposing multiyear/option year pricing, the estimated proposed costs shall include a breakdown of all cost elements for the base year as well as each option/out-year. Labor, other direct costs, indirect costs and profit shall each be clearly identifiable. If different from the Defense Contract Auditing Agency (DCAA) or Department Of Labor (DOL) recommended rates, the Offeror shall provide a thorough explanation for the variation(s) of rates.

2.1.3. The Cost Summary Format (Table 1.4) provides a format for the Offeror to submit to the District a pricing proposal of estimated cost by line item, along with supporting documentation that is adequately cross-referenced and suitable for cost realism analysis. A cost-element breakdown shall be attached for each proposed line item and must reflect any other specific requirements established by the Contracting Officer. When more than one contract line item is proposed, a summary of the total amount covering all line items must be furnished for each cost element.

2.1.4. If the Offeror has an agreement with a federal, state, or municipal government agency on the use of a Forward Pricing Rates Agreement (FPRA) or other rate agreement for labor, fringe benefits, overhead and/or general and administrative expense, the Offeror must identify the agreement, provide a copy and describe its nature, terms and duration.

## **3. SPECIFIC COST ELEMENTS:**

A well-supported cost/price proposal reduces the effort needed for review and facilitates informed negotiations. The following are the minimum criteria that constitute an acceptable cost/price proposal:

3.1 **Direct labor:** A task-phased annual breakdown of labor rates and labor hours by category or skill level, including the basis for the rates and hours estimated (i.e., payroll registers, wage determinations, collective bargaining agreements, historical experience, engineering estimates, etc.).

3.1.1 The Offeror shall use the following Table No. (3.1.1) to exhibit its total labor hours by prime contractor and subcontractor(s). A separate table should be completed for each year (base and out-years).

**Table (3.1.1)  
Annual Labor Summary**

Item	Task 1	Task 2	Task 3	Task 4	Base Year Total
<u>Labor Category, Prime</u> <ul style="list-style-type: none"> <li>• Employee A</li> <li>• Employee B</li> <li>• Employee C</li> </ul>					
<u>Labor Category, Sub.</u> <ul style="list-style-type: none"> <li>• Employee D</li> <li>• Employee E</li> <li>• Employee F</li> </ul>					
<u>Labor Category, Consultant</u> <ul style="list-style-type: none"> <li>• Employee G</li> <li>• Employee H</li> </ul>					
Total Labor Hours by Task					

Note: Do not include wage rates in this table

- 3.1.2 A standard of 40 hours/week, 1,920 hours/year is recommended. If another standard is used, it should be precisely defined. Any deviation from the above labor-hour projection without substantiation may form the basis to reject the response to the RFP. The proposed labor-hours shall include prime contractor, subcontractor and consultant hours.
- 3.1.3 The Offeror shall also submit Table No. (3.1.4.b), depicting the labor mix percentages as proposed for the base year as well as the out-years and should match the personnel experience requirements specified in the RFP, Section **(to be referenced by the Contract Specialist)**, under Personnel Experience. All of the RFP Key positions must be included within the Senior Staff categories. To provide a better understanding of this format, Table No. (3.1.4.a) is provided as an example.
- 3.1.4 The Offeror shall describe how the hourly direct labor rate was derived and indicate whether these rates are subject to any collective bargaining agreement(s), the Service Contract Act (SCA), Davis-Bacon, or any other special agreement which controls the labor rate indicated. When proposing price escalation for option/out-years, the Offerors must follow instructions provided under Economic Price Adjustments, Section H, of this RFP.



**Table (3.1.4.a)**

**Summary of Proposed Annual labor Mix Category (with examples)**

<b>NAME</b>  <b>(Note1)</b>	<b>LABOR MIX</b>  <b>(Note 2)</b>	<b>OFFEROR'S LABOR CATEGORY</b>  <b>(Note 3)</b>	<b>PERCENT OF TIME ON CONTRACT</b>  <b>(Note 4)</b>	<b>PLANNED SOW ASSIGNMENT</b>  <b>(Note 5)</b>	<b>STATUS</b>  <b>(Note 6)</b>
Able, Jackson	Sr. Staff Level 1	Program Director	PT/10%	N/A	PCE/E
Black, William E.	Sr. Staff Level 1	Psychiatrist	PT/20%	C.3	PCE/E
White, Pamela A.	Sr. Staff Level 2	Clinic Manager	PT/50%	C.4.1	PCE/P
Green, Robert T	Sr. Staff Level 3	Counseling Supvs.	PT/50%	C.4.2	PCE/P
Ross, Allen	Jr. Staff Level 1	Counselor	FT/100%	C.4.3	PCE/E

- Note 1: Last name, first name, middle initial, grouped by task as specified in SOW. Attach resume for each name on list. The names on this list and the resumes are to be in the same order.
- Note 2: Staff levels in each Labor Mix should be classified by the level of expertise and years of experience.
- Note 3: Offerors internal labor category.
- Note 4: State whether the individual is employed full time (FT) or part time (PT) and the planned percentage of the named person's production time that is to be applied as a direct charge to the contract.
- Note 5: Identify by SOW paragraph(s) and task number, the major tasks to which the individual is expected to be assigned.
- Note 6: Enter PCE if individual is to be a prime contractor employee; enter SCE if the individual is to be a subcontractor employee; enter CON if individual is to be a consultant. Enter E if employee as of the date of this proposal; enter P if the individual is a pending employee as of date of the proposal. Signed Commitment Agreements are required for all individuals with P status. A copy of each agreement is to be inserted behind the resume section in the technical proposal.

**Table (3.1.4.b)**

**Summary of Proposed Annual labor Mix Category**

<b>NAME</b>  <b>(Note 1)</b>	<b>LABOR MIX</b>  <b>(Note 2)</b>	<b>OFFEROR'S LABOR CATEGORY</b>  <b>(Note 3)</b>	<b>PERCENT OF TIME ON CONTRACT</b>  <b>(Note 4)</b>	<b>PLANNED SOW ASSIGNMENT</b>  <b>(Note 5)</b>	<b>STATUS</b>  <b>(Note 6)</b>
<u>Labor Category, Prime</u> <ul style="list-style-type: none"> <li>• Employee A</li> <li>• Employee B</li> <li>• Employee C</li> <li>• Employee D</li> </ul> <u>Labor Category, Sub.</u> <ul style="list-style-type: none"> <li>• Employee E</li> <li>• Employee F</li> <li>• Employee G</li> </ul> <u>Labor Category, Consultant</u> <ul style="list-style-type: none"> <li>• Employee H</li> <li>Employee I</li> </ul>					

Last name, first name, middle initial, grouped by task as specified in SOW. Attach resume for each name on list. The names on this list and the resumes are to be in the same order.

Note 2: Staff levels in each Labor Mix should be classified by the level of expertise and years of experience.

Note 3: Offerors internal labor category.

Note 4: State whether the individual is employed full time (FT) or part time (PT) and the planned percentage of the named person's production time that is to be applied as a direct charge to the contract.

Note 5: Identify by SOW paragraph(s) and task number, the major tasks to which the individual is expected to be assigned.

Note 6: Enter PCE if individual is to be a prime contractor employee; enter SCE if the individual is to be a subcontractor employee; enter CON if individual is to be a consultant. Enter E if employee as of the date of this proposal; enter P if the individual is a pending employee as of date of the proposal. Signed Commitment Agreements are required for all individuals with P status. A copy of each agreement is to be inserted behind the resume section in the technical proposal.

- 3.2 **Indirect Costs:** The Offeror shall indicate its proposed Fringe, Overhead and General & Administrative rates for each applicable fiscal or calendar year (as appropriate). The Offeror shall indicate if these rates are subject to a Forward Pricing Rate Agreement. If the proposed Indirect Rates differ from the Forward Pricing Rate Agreement, the Offeror shall provide an explanation. The Offeror shall provide its actual indirect rates for overhead, G&A and fringe benefits for at least the past three (3) years and shall explain the basis for any significant rate difference between the prior three year period and the rates proposed now.
- 3.3 **Other Direct Costs:** Other Direct Costs consists of materials, travel, reproduction, postage, telephone, supplies for the prime and all subcontracted effort. This includes all other direct costs associated with performance of the contract. Travel costs shall be in accordance with GSA Joint Travel Regulations for airfare, hotel, and per diem allowances. All other direct costs should be specifically identified and explained. If an allocated portion of a Direct cost is also included in an Offeror's indirect rate (such as General and Administrative), the Offeror should state so and list the types of expenses included in the indirect rate.
- 3.3.1 The Offeror should identify types, quantities, and costs of all materials and supplies proposed including a non-loaded priced listing of individual materials or supplies ordered, or a consolidated and priced bill of materials for the entire proposal. A thoroughly documented bill of materials includes part numbers, description, unit costs, quantity required, extended cost (including delivery charges) and basis for the proposed cost (price quotation, prior buy, signed purchase orders, etc.) plus any other non-recurring costs. Deliverable materials are items delivered as a part of the work product. Examples of this are copies and binders delivered to the Government as a report or software ordered for and installed on a computer in a District Government office.
- 3.3.2 The Offeror shall use the following Table (3.3.2) to exhibit its total other direct costs (ODC) by prime and subcontractor(s). A separate table should be completed for each year (base and out-years).

**Table (3.3.2)**

**Other Direct Costs (ODC) Summary**

<b>Item</b>	<b>Task 1</b>	<b>Task 2</b>	<b>Task 3</b>	<b>Task 4</b>	<b>Base Year Total</b>
Supplies and Materials Office Equipment Travel <ul style="list-style-type: none"> <li>• Airfare</li> <li>• Hotel</li> <li>• Meals &amp; Incidentals</li> <li>• Ground Transportation</li> </ul> Telecommunications Occupancy <ul style="list-style-type: none"> <li>• Rent</li> <li>• Utilities</li> <li>• Building Maintenance</li> </ul> Transportation Client Care Cost <ul style="list-style-type: none"> <li>• Food</li> <li>• Medical</li> <li>• Clothing</li> <li>• Personal Hygiene</li> </ul> Other					
<b>Total ODC by Task</b>					

***Note:** State each individual cost element being proposed. Describe in the narrative section of the cost proposal, how each cost element is derived and why it is being proposed. (Not all cost elements in the table above will apply to each solicitation. The above table should be tailored to the requirements of the RFP.)*

3.4 **Subcontracting Costs:** Each subcontract must be addressed separately. For any subcontract exceeding \$25,000 the cost/price proposal must show the names, quantities, prices, deliverables, basis for selection, and degree of competition used in the selection process. The subcontractor's cost or pricing data should be included along with the prime Offeror's proposal. If available, the Offeror should also include the results of its review and evaluation of the subcontract proposals. The Offeror shall provide copies of any cost or price analyses of the subcontractor costs proposed.

3.5 **Start-up Costs:** As appropriate, the Offeror shall identify all start up costs associated with this effort.

3.6 **Other Historical Data:** All offerors with current or past experience (within three to five years) for similar requirements, as described herein, must submit, as a part of their cost data, the following:

- (a) Contract Number.
- (b) Government agency (federal, state, District, municipal) the contract was awarded by.
- (c) Name and phone number of the Contracting Officer.
- (d) Name and phone number of the Contract Administrator.
- (e) Name and phone number of the Contracting Officer’s Representative (if applicable) and the Contract Administrator.
- (f) Period of Performance of the Contract.
- (g) Total amount of contract(s)

In addition to the above data, the following table (No. 3.6) will be completed and submitted with the cost data:

**Table (3.6)**

**Format for Historical Data**

	Proposed Contract			Delivered Contract *		
	Number Of Hours**	Contract Value	Average Hr Rate	Number Of Hours**	Contract Value	Average Hr Rate
Direct Labor						
Loaded Labor***						

- \* Should include any increased scope officially added to contract.
- \*\* If provided different number of hours, the difference should be explained.
- \*\*\* Loaded labor should include all loading and profit. If significant material (i.e., greater than 5%) is included in the contract, data shall be presented both with and without material cost.

In addition, any other data the offeror believes is necessary should be provided in this section.

*Note: For data submitted in the above table for “delivered Contract”, the Offeror shall indicate the date as of which, the submitted data is current.*

**SUBCONTRACTOR APPROVAL REQUEST**

<b>(1) Project Name</b>		<b>(2) Invitation No.</b>	
<b>(3) Prime Contractor's Name</b>		<b>(4) Address</b>	
<b>(5) Estimated Starting Date</b>		<b>(6) Estimated Completion Date</b>	<b>(7) F.A.P. #</b>
<b>(8) Subcontractor's Name, Address &amp; Phone No.</b>		<b>(9) Number of Subcontractor Employees in Workforce</b>	<b>(10) Number of DC Residents employed</b>
<b>(11) Pay Item</b>	<b>Item Description</b>	<b>Dollars</b>	<b>Cents</b>
Check Items listed below (13-16) that are included in subcontract agreement		<b>(12) See Attached For Additional Descriptions or Remarks</b>	
<b>(13) (All Projects)</b>			
Contract Wage Schedule			Yes    No
DBE/MBE Policy Statement			<input type="checkbox"/> <input type="checkbox"/>
<b>(14) (Federal-Aid Projects) Form FHWA-1273 (Required Contract Provisions)</b>			
(Non-Federal Aid Projects) (Required Contract Provisions)			<input type="checkbox"/> <input type="checkbox"/>
<b>(15) (Federal-Aid Projects When Subcontractor Will Receive Over \$10,000) On-Site Work Force Affirmative Action Requirements for Women and Minorities-Special Conditions</b>			
			<input type="checkbox"/> <input type="checkbox"/>
<b>(16) Subcontractor's Certification of Nondiscrimination in Employment (Form Included in Bid Proposal)</b>			
			<input type="checkbox"/> <input type="checkbox"/>
<b>(17) FHWA On-The-Job Training (To Be Provided by Subcontractor)</b>			
			<input type="checkbox"/> <input type="checkbox"/>
<b>(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.</b>			
PRIME CONTRACTOR'S REPRESENTATIVE _____		TITLE _____	DATE _____
<b>THE INFORMATION BELOW IS COMPLETED BY THE DEPARTMENT</b>			
<b>REVIEW AND DISTRIBUTION AFTER APPROVAL</b>		<b>APPROVAL OF SUBCONTRACT IS HEREBY GIVEN</b>	
CONTRACT COMPLIANCE _____	DATE _____	CONTRACTING OFFICER _____ DC DEPARTMENT OF TRANSPORTATION	DATE _____
PROJECT ENGINEER/MANAGER _____	DATE _____		

# SUBCONTRACTING PLAN

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

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

SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontractors)										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____%    Tier: : _____ <small style="margin-left: 150px;">1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup></small> LSDBE Certification Number: _____			Point of Contact: _____ <div style="text-align: right;">Name (Print)</div> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____							
Certification Status: (check all that apply) <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 30px;">SBE:</td> <td style="width: 30px;">LBE:</td> <td style="width: 30px;">DBE:</td> <td style="width: 30px;">DZE:</td> <td style="width: 30px;">ROB:</td> <td style="width: 30px;">LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:		
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

## CERTIFICATIONS

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

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

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

## FOR CONTRACTING OFFICER USE ONLY

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

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

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

## BIDDER/OFFEROR CERTIFICATION FORM

COMPLETION			
The person(s) completing this form must be knowledgeable about the bidder's/offeror's business and operations.			
RESPONSES			
Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the bidder's/offeror's name at the top of each attached page.			
GENERAL INSTRUCTIONS			
This form contains four (4) sections. Section I concerns the bidder's/offeror's responsibility; Section II includes additional required certifications; Section III relates to the Buy American Act (if applicable); and Section IV requires the bidder's/offeror's signature.			
SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATION			
<i>Instructions for Section I: Section I contains eight (8) parts. Part 1 requests information concerning the bidder's/offeror's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the bidder's/offeror's business. Part 4 concerns the bidder's/offeror's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the bidder's/offeror's financial and organizational status. Part 7 requires the bidder/offeror to agree to update the information provided. Part 8 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).</i>			
PART 1: BIDDER/OFFEROR INFORMATION			
Legal Business Entity Name:		Solicitation #:	
Address of the Principal Place of Business (street, city, state, zip code)		Telephone # and ext.:	Fax #:
Email Address:		Website:	
Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive).			
Type:	Name:	EIN:	Status:
1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):			
<input type="checkbox"/> Corporation (including PC)		Date of Incorporation:	
<input type="checkbox"/> Joint Venture		Date of Organization:	
<input type="checkbox"/> Limited Liability Company (LLC or PLLC)		Date of Organization:	
<input type="checkbox"/> Nonprofit Organization		Date of Organization:	
<input type="checkbox"/> Partnership (including LLP, LP or General)		Date of Registration or Establishment:	
<input type="checkbox"/> Sole Proprietor		How many years in business?:	
<input type="checkbox"/> Other		Date established?:	
If "Other," please explain:			
1.2 Was the bidder's/offeror's business formed or incorporated in the District of Columbia?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeror's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District, or provide an explanation if the documents are not available.			
State _____		Country _____	
1.3 Please provide a copy of each District of Columbia license, registration or certification that the bidder/offeror is required by law to obtain (other than those provided in Subpart 1.2). If the bidder/offeror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:			
(a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or			
(b) Explain its exemption from the requirement.			
PART 2: INDIVIDUAL RESPONSIBILITY			

<b>Additional Instructions for Section I, Parts 2 through 8:</b> Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/offeror with any government entity:	
2.1 Been sanctioned or proposed for sanction relative to any business or professional permit or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.3 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.6 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 2.	
<b>PART 3: BUSINESS RESPONSIBILITY</b>	
Within the past five (5) years, has the bidder/offeror:	
3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.2 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.5 Been disqualified or proposed for disqualification on any government permit or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.6 Been denied a contract award or had a bid or proposal rejected based upon a non-responsibility finding by a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.8 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 3.	
<b>PART 4: CERTIFICATES AND LICENSES</b>	
Within the past five (5) years, has the bidder/offeror:	
4.1 Had a denial, decertification, revocation or forfeiture of District of Columbia certification of any Certified Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for "Yes" in Subpart 4.1.	
4.2 Please provide a copy of the bidder's/offeror's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.	
<b>PART 5: LEGAL PROCEEDINGS</b>	
Within the past five (5) years, has the bidder/offeror:	
5.1 Had any liens or judgments (not including UCC filings) over \$25,000 filed against it which remain undischarged?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).	
5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act?	<input type="checkbox"/> Yes <input type="checkbox"/> No

5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 5.	
<b>PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION</b>	
6.1 Within the past five (5) years, has the bidder/offeror received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.2 Within the past five (5) years, has the bidder/offeror had any liquidated damages assessed by a government entity over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s).	
6.3 Within the last seven (7) years, has the bidder/offeror initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".	
6.4 During the past three (3) years, has the bidder/offeror failed to file a tax return or pay taxes required by federal, state, District of Columbia or local laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offeror failed to file/pay and the current status of the tax liability.	
6.5 During the past three (3) years, has the bidder/offeror failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.5, provide the years the bidder/offeror failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.6 During the past three (3) years, has the bidder/offeror failed to comply with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.6, provide the years the bidder/offeror failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.7 Indicate whether the bidder/offeror owes any outstanding debt to any state, federal or District of Columbia government.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.8 During the past three (3) years, has the bidder/offeror been audited by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(a) If "Yes" to Subpart 6.8, did any audit of the bidder/offeror identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
<b>PART 7: RESPONSE UPDATE REQUIREMENT</b>	
7.1 In accordance with the requirement of Section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02), the bidder/offeror shall update any response provided in Section I of this form during the term of this contract: (a) Within sixty (60) days of a material change to a response; and (b) Prior to the exercise of an option year contract.	
<b>PART 8: FREEDOM OF INFORMATION ACT (FOIA)</b>	

8.1 Indicate whether the bidder/offeror asserts that any information provided in response to a question in Section I is exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code §§ 2-531, et seq.). Include the question number(s) and explain the basis for the claim. (The District will determine whether such information is, in fact, exempt from FOIA at the time of request for disclosure under FOIA.)

Yes  No

**SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS**

*Instructions for Section II: Section II contains four (4) parts. Part 1 requests information concerning District of Columbia employees. Part 2 applies to the bidder/offeror's pricing. Part 3 relates to equal employment opportunity requirements. Part 4 relates to First Source requirements.*

**PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT**

The bidder/offeror certifies that:

1.2 No person listed in clause 13 of the Standard Contract Provisions, "District Employees Not To Benefit", will benefit from this contract.

1.3 The following person(s) listed in clause 13 of the Standard Contract Provisions may benefit from this contract. (For each person listed, attach the affidavit required by clause 13.)

(a) \_\_\_\_\_

(b) \_\_\_\_\_

**PART 2: INDEPENDENT PRICE DETERMINATION REQUIREMENTS**

The bidder/offeror certifies that:

2.1 The signature of the bidder/offeror is considered to be a certification by the signatory that:

(a) The contract prices have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement with any bidder/offeror or competitor related to:

- (i) Those prices;
- (ii) The intention to submit a bid/proposal; or
- (iii) The methods or factors used to calculate the prices in the contract.

(b) The prices in this contract have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid/proposal opening unless otherwise required by law; and

(c) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

2.2 The signature on the bid/proposal is considered to be a certification by the signatory that the signatory:

(a) Is the person in the bidder's/offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; or

(b) Has been authorized, in writing, to act as an agent for the following principal in certifying that the principal has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above:

\_\_\_\_\_  
*[Insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's/offeror's organization]*

(i) As an authorized agent, certifies that the principals named in subparagraph 2.2(b) above have not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; and

(ii) As an agent, has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above.

2.3 If the bidder/offeror deletes or modifies subparagraph 2.1(b) above, the bidder/offeror must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

**PART 3: EQUAL OPPORTUNITY OBLIGATIONS**

3.1 I hereby certify that I am fully aware of the contents of Mayor's Order 85-85 and the Office of Human Rights' regulations in Chapter 11 of the DCMR, and agree to comply with them while performing this contract.

**PART 4: FIRST SOURCE OBLIGATIONS**

4.1 I hereby certify that I am fully aware of the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Law 19-84), and agree to enter into a First Source Employment Agreement with the Department of Employment Services if awarded any contract valued at \$300,000 or more which receives funds or resources from the District, or funds or resources which, in accordance with a federal grant or otherwise, is administered by the District government.

4.2 I certify that the Initial Employment Plan submitted with my bid or proposal is true and accurate.

**SECTION III. BUY AMERICAN ACT CERTIFICATION**

**Instructions for Section III:** Section III contains one (1) part which should only be completed if goods are being provided that are subject to the requirements of the Buy American Act.

**PART 1: BUY AMERICAN ACT COMPLIANCE**

1.1 The bidder/offeror certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

**SECTION IV. CERTIFICATION**

**Instruction for Section IV:** This section must be completed by all bidder/offerors.

I, [ \_\_\_\_\_ ], as the person authorized to sign these certifications, hereby certify that the information provided in this form is true and accurate.

Name [Print and sign]:	Telephone #:	Fax #:
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Title:	Email Address:
--------	----------------

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

*The District of Columbia government is hereby authorized to verify the above information with appropriate government authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than one year, or both, as prescribed in D.C. Official Code § 22-2514. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Official Code § 22-2513.*

## REQUIRED LABOR CONTRACT PROVISIONS

### PAYMENT OF PREDETERMINED MINIMUM WAGES

#### A. **Standard Contract Clauses (Contracts exceeding \$2,000.00)**

##### 1. Minimum Wages

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the Contractor or developing of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor, United States Department of Labor, hereinafter referred to as the Secretary of Labor, under the Copeland Act (29 CFT, Part 3), the full amount of wages and bona-fide fringe benefits (or cash equivalents thereof), due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona-fide fringe benefits under Sections (1)(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics, are considered wages paid to such laborers or mechanics subject to the provisions of paragraph A(1)(iv) of this Section; also regular contributions made or costs incurred for more than a weekly period (but not less than often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in A(4).

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph A(1)(ii) of this Section), and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii) (A) The CO shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The CO shall approve an

additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

The classification is utilized in the area by the construction industry; and

The proposed wage rate, including any bona-fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, agree with the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the CO to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the CO or will notify the CO within the thirty (30) day period that additional time is necessary.
  - (A) In the event the Contractor, or the laborers or mechanics to be employed in the classification or their representatives, and the CO do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the CO shall refer the questions, including the views of all interested parties and the recommendation of the CO, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise the CO or will notify the CO within the 30-day period that additional time is necessary.
  - (B) The wage rate (including fringe benefits where appropriate), determined pursuant to sub-paragraphs (1)(B) or (1)(C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona-fide fringe benefit or an hourly cash equivalent thereof.
  - (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider, as part of the wages of any laborer or mechanic, the amount of any cost reasonably anticipated in providing bona-fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met.

The Secretary of Labor may require the Contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.

## 2. **Withholding**

The CO shall, upon his or her own action or upon written request of an authorized representative of the United States Department of Labor, withhold or cause to be withheld from the Contractor, under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor, the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or developing of the project), all or part of the wages required by the contract, the CO may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds until such violations have ceased.

## 3. **Payrolls and Basic Records**

- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona-fide fringe benefits or case equivalents thereof of the types described in Section 1(b)2(B) of the Davis-Bacon Act), daily and weekly numbers of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs, the certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The Contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the District of Columbia

Government if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the District of completely all of the information required to be maintained under 5.5(a)(3)(I) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U. S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

- (B) Each payroll submitted shall be accompanied by a “Statement of Compliance” signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (1) That the payroll for the payroll period contains the information required to be maintained under 5.5(a)(3)(I) of Regulations, 29 CFR Part 5 and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee), employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraphs (a)(3)(ii)(B) of this section.
- (D) The Contractor shall notify the CO, in writing, of all periods of which no work is performed. This notification applies to the prime Contractor and to all subcontractors.
- (E) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

- (iii) The Contractor or subcontractor shall make the records required under paragraph A(3)(I) of this section available for inspection, copying or transcribing by authorized representatives of the CO or the United States Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds.

Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees**

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona-fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such as apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau,

withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (2). Trainees. Except as provided in 20 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination, which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate whose not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements and Executive Order 11246, as amended and 29 CFR Part 30.

## **5. Compliance with Copeland Act Requirements**

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

## **6. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts, the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the CO may, by appropriate instructions require, and also a clause requiring the subcontractors to include these

clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract Termination: Debarment**

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements**

All rulings and interpretations of the Davis-Bacon and related Acts contained in 20 CFR Parts 1, 3 and 5 are herein incorporated by reference in this contract.

**9. Disputes Concerning Labor Standards**

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**10. Certification of Eligibility**

A. By entering into this contract, the Contractor certifies that neither it (nor he or she), nor any person or firm who has an interest in the Contractor's firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (i) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**B. Contract Work Hours and Safety Standards Act**

The Agency Head shall cause or require the CO to insert the following clauses set forth in paragraphs B(1), (2), (3), and (4) of this Section in full, in any contract subject to the overtime provisions of the contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 5.5(a) or 4.6 of Part 4 of 29 CFR. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

1. **Overtime Requirements**

No Contractor or subcontractor contracting for any part of the contract work may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week, whichever is greater.

2. **Violation: Liability for Unpaid Wages:**

**Liquidated Damages**

In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10.00 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clauses set forth in subparagraphs (1) of this paragraph.

3. **Withholding for Unpaid Wages and Liquidated Damages**

The CO shall, upon his own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract, subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such

Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

4. **Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts, the clauses set forth in subparagraphs (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. **Contract Work Hours and Safety Standards Act**

In addition to the clauses contained in paragraph B, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 5.1, the Agency Head shall cause or require the CO to insert a clause requiring that the Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the CO to insert in any such contract, a clause providing that the records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the CO and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**SPECIAL STIPULATIONS PERTAINING TO WAGE RATES**

RATES OF WAGES determined by the Secretary of Labor, shall apply if the contract is in excess of \$2,000.00 in amount. The Secretary of Labor has determined that the wage rates for various classes of mechanics and laborers, enumerated in the attached schedule, were prevailing in the area in which the work is to be performed at the time of Invitation for Bids.

Each class of laborers and mechanics listed in the attached schedule shall receive not less than the minimum rate of wage specified therein. In the event that it becomes necessary to employ any laborer or mechanic whose work is not covered by any of the classifications in said schedule, he shall be paid not less than the prevailing rates of wages for the class of work done by him. Such rate shall be predetermined by the Department of Labor through the Materiel Management Officer. In case any disputes arises as to what are the prevailing rates of wages for work of similar nature, which cannot be adjusted by the CO, the matter shall be referred to the Secretary of Labor for determination, whose decisions thereon shall be conclusive on all parties.

While the wage rates listed have been determined to be the prevailing rates for the occupations specified, and the minimum allowable under this specification, it is the responsibility of the Contractors to inform themselves as to the local labor market and conditions, including any

pending legislation or existing collective bargaining agreements which provide for future increase in rates.

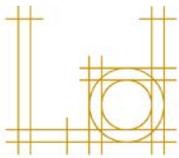
The Contractor shall abide by and conform to all applicable laws, Executive Orders, regulations and orders of Federal Agencies authorized to pass upon and determine wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed.

The District of Columbia may award contracts for other work at the building and site, and this Contractor shall fully cooperate with such other Contractors and shall not commit or permit any act in connection with employment of labor, or otherwise, which will interfere with the performance of work by any other Contractor.

Bidders are required to fully inform themselves on the conditions relating to construction and labor under

Which work is now being performed, and this Contractor must employ such methods and means in carrying

out his work as will not cause any interruption or interference with any other Contractor.



EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

\_\_\_\_\_ 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, FAMILIA L STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS.

\_\_\_\_\_ AGREES TO AFFIRMATIVE ACT ION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT WITHOUT REGARD TO THEIR ACTUAL OR PERCEIVED: RACE, COLOR, RELIGION, NATIONAL OIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, FAMILIAL STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, 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 OR COMPENSATION; AND (E) SELECTION FOR TRAINING AND APPRENTICESHIP.

\_\_\_\_\_ AGREES TO POST IN CONSPICUOUS PLACES THE PROVISIONS CONCERNING NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

\_\_\_\_\_ SHALL STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT PURSUANT TO SUBSECTION 1103.2 THROUGH 1103.10 OF MAYOR’S ORDER 85-85; “EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS.”

\_\_\_\_\_ AGREES TO PERMIT ACCESS TO ALL BOOKS PERTAINING TO ITS EMPLOYMENT PRACTICES , AND TO REQUIRE EACH SUBCONTRACTOR TO PERMIT ACCESS TO BOOKS AND RECORDS.

\_\_\_\_\_ AGREES TO COMPLY WITH ALL GUIDELINES FOR EQUAL EMPLOYMENT OPPORTUNITY APPLICABLE IN THE DISTRICT OF COLUMBIA.

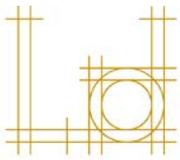
\_\_\_\_\_ SHALL INCLUDE IN EVERY SUBCONTRACT THE EQUAL OPPORTUNITY CLAUSES, SUBSECTION 1103.2 THROUGH 1103.10 SO THAT SUCH PROVISIONS SHALL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

\_\_\_\_\_  
AUTHORIZED OFFICIAL AND TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AUTHORIZED SIGNATURE  
NAME

\_\_\_\_\_  
FIRM/ORGANIZATION



ASSURANCE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND THE RULES IMPLEMENTING MAYORS ORDER 85-85, 33 DCR 4952, (PUBLISHED AUGUST 15, 1986), "ON COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS IN DISTRICT GOVERNMENT CONTRACTS," ARE HEREBY INCLUDED

AS PART OF THIS BID/PROPOSAL. THEREFORE, EACH BIDDER/OFFEROR SHALL INDICATE BELOW THEIR WRITTEN COMMITMENT TO ASSURE COMPLIANCE WITH MAYOR'S ORDER 85-85 AND THE IMPLEMENTING RULES. FAILURE TO COMPLY WITH THE SUBJECT MAYOR'S ORDER AND THE IMPLEMENTING RULES SHALL RESULT IN REJECTION OF THE RESPECTIVE BID/PROPOSAL.

I, \_\_\_\_\_, THE AUTHORIZED REPRESENTATIVE OF \_\_\_\_\_, HEREINAFTER REFERRED TO AS "THE CONTRACTOR," CERTIFY THT THE CONTRATOR IS FULLY AWARE OF ALL OF THE PROVISIONS OF MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND OF THE RULES IMPLEMENTING MAYOR'S ORDER 85-85, 33 DCR 4952. I FURTHER CERTIFY AND ASSURE THAT THE CONTRACTOR WILL FULLY COMPLY WITH ALL APPLICABLE PROVISIONS OF THE MAYOR'S ORDER AND IMPLEMENTING RULES IF AWARDED THE D.C. GOVERNMENT REFERENCED BY THE CONTRACT NUMBER ENTERED BELOW. FURTHER, THE CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT THE AWARD OF SAID CONTRACT AND ITS CONTINUATION ARE SPECIFICALLY CONDITIONED UPON THE CONTRACTOR'S COMPLIANCE WITH THE ABOVE-CITED ORDER AND RULES.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
CONTRACT NUMBER

\_\_\_\_\_

# YOUR LETTERHEAD

## EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

\_\_\_\_\_ 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, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS.

\_\_\_\_\_ AGREES TO 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, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, 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 OR COMPENSATION; AND (E) SELECTION FOR TRAINING AND APPRENTICESHIP.

\_\_\_\_\_ AGREES TO POST IN CONSPICUOUS PLACES THE PROVISIONS CONCERNING NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

\_\_\_\_\_ SHALL STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT PURSUANT TO SUBSECTION 1103.2 THROUGH 1103.10 OF MAYOR'S ORDER 85-85; "EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS."

\_\_\_\_\_ AGREES TO PERMIT ACCESS TO ALL BOOKS PERTAINING TO ITS EMPLOYMENT PRACTICES, AND TO REQUIRE EACH SUBCONTRACTOR TO PERMIT ACCESS TO BOOKS AND RECORDS.

\_\_\_\_\_ AGREES TO COMPLY WITH ALL GUIDELINES FOR EQUAL EMPLOYMENT OPPORTUNITY APPLICABLE IN THE DISTRICT OF COLUMBIA.

\_\_\_\_\_ SHALL INCLUDE IN EVERY SUBCONTRACT THE EQUAL OPPORTUNITY CLAUSES, SUBSECTION 1103.2 THROUGH 1103.10 SO THAT SUCH PROVISIONS SHALL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

\_\_\_\_\_  
AUTHORIZED OFFICIAL AND TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AUTHORIZED SIGNATURE  
NAME

\_\_\_\_\_  
FIRM/ORGANIZATION

# YOUR LETTERHEAD

## ASSURANCE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND THE RULES IMPLEMENTING MAYORS ORDER 85-85, 33 DCR 4952, (PUBLISHED AUGUST 15, 1986), "ON COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS IN DISTRICT GOVERNMENT CONTRACTS," ARE HEREBY INCLUDED AS PART OF THIS BID/PROPOSAL. THEREFORE, EACH BIDDER/OFFEROR SHALL INDICATE BELOW THEIR WRITTEN COMMITMENT TO ASSURE COMPLIANCE WITH MAYOR'S ORDER 85-85 AND THE IMPLEMENTING RULES. FAILURE TO COMPLY WITH THE SUBJECT MAYOR'S ORDER AND THE IMPLEMENTING RULES SHALL RESULT IN REJECTION OF THE RESPECTIVE BID/PROPOSAL.

I, \_\_\_\_\_, THE AUTHORIZED REPRESENTATIVE OF \_\_\_\_\_, HEREINAFTER REFERRED TO AS "THE CONTRACTOR," CERTIFY THT THE CONTRATOR IS FULLY AWARE OF ALL OF THE PROVISIONS OF MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND OF THE RULES IMPLEMENTING MAYOR'S ORDER 85-85, 33 DCR 4952. I FURTHER CERTIFY AND ASSURE THAT THE CONTRACTOR WILL FULLY COMPLY WITH ALL APPLICABLE PROVISIONS OF THE MAYOR'S ORDER AND IMPLEMENTING RULES IF AWARDED THE D.C. GOVERNMENT REFERENCED BY THE CONTRACT NUMBER ENTERED BELOW. FURTHER, THE CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT THE AWARD OF SAID CONTRACT AND ITS CONTINUATION ARE SPECIFICALLY CONDITIONED UPON THE CONTRACTOR'S COMPLIANCE WITH THE ABOVE-CITED ORDER AND RULES.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
CONTRACT NUMBER

\_\_\_\_\_  
DATE

# EQUAL EMPLOYMENT OPPORTUNITY

## EMPLOYER INFORMATION REPORT

<p style="text-align: center;">GOVERNMENT OF THE DISTRICT OF COLUMBIA DC Office of Contracting and Procurement Employer Information Report (EEO)</p>	<p>Reply to: Office of Contracting and Procurement 441 4<sup>th</sup> Street, NW, Suite 700 South Washington, DC 20001</p>
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**Instructions:**  
Two (2) copies of DAS 84-404 or Federal Form EEO-1 shall be submitted to the Office of Contracting and Procurement.  
One copy shall be retained by the Contractor.

### Section A – TYPE OF REPORT

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)

<p><b>Single Establishment Employer</b> (1) <input type="checkbox"/> Single-establishment Employer Report</p>	<p><b>Multi-establishment Employer:</b> (2) <input type="checkbox"/> Consolidated Report (3) <input type="checkbox"/> Headquarters Report (4) <input type="checkbox"/> Individual Establishment Report (submit one for each establishment with 25 or more employees) (5) <input type="checkbox"/> Special Report</p>
---	--

1. Total number of reports being filed by this Company. \_\_\_\_\_

### Section B – COMPANY IDENTIFICATION *(To be answered by all employers)*

1. Name of Company which owns or controls the establishment for which this report is filed	OFFICIAL USE ONLY
	a.

Address (Number and street)	City or Town	Country	State	Zip Code	b.
-----------------------------	--------------	---------	-------	----------	----

b. Employer Identification No.	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 2%;"> </td><td style="width: 2%;"> </td> </tr> </table>																							

2. Establishment for which this report is filed.	OFFICIAL USE ONLY
	c.

a. Name of establishment	d.				
Address (Number and street)	City or Town	Country	State	Zip Code	

b. Employer Identification No.	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 2%;"> </td><td style="width: 2%;"> </td> </tr> </table>																							

3. Parent of affiliated Company																									
a. Name of parent or affiliated Company	b. Employer Identification No.	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 2%;"> </td><td style="width: 2%;"> </td> </tr> </table>																							
Address (Number and Street)	City or Town	Country	State	Zip Code																					

### Section C - ESTABLISHMENT INFORMATION

1. Is the location of the establishment the same as that reported last year? Yes    No    Did not report last year    Report on combined basis	2. Is the major business activity at this establishment the same as that reported last year? Yes    No    No report last year    Reported on combined basis	OFFICIAL USE ONLY
---	--	-------------------------

2. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or service provided, as well as the principal business or industrial activity.	e.
--	----

3. MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members).  <p style="text-align: center;">Yes    No</p>	
--	--

**SECTION D – EMPLOYMENT DATA**

Employment at this establishment – Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zero. *In columns 1, 2, and 3, include ALL employees in the establishment including those in minority groups*

JOB CATEGORIES	TOTAL EMPLOYEES IN ESTABLISHMENT			MINORITY GROUP EMPLOYEES								
	Total Employees Including Minorities (1)	Total Male Including Minorities (2)	Total Female Including Minorities (3)	MALE				FEMALE				
				Black (4)	Asian (5)	American Indian (6)	Hispanic (7)	Black (8)	Asian (9)	American Indian (10)	Hispanic (11)	
Officials and Managers												
Professionals												
Technicians												
Sales Workers												
Office and Clerical												
Craftsman (Skilled)												
Operative (Semi-Skilled)												
Laborers (Unskilled)												
Service Workers												
TOTAL												
Total employ reported in previous report												

(The trainee below should also be included in the figures for the appropriate occupation categories above)

Formal On-The-Job Trainee	White collar	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
	Production											

- |  |  |
|--|--|
| 1. How was information as to race or ethnic group in Section D obtained? | 2. Dates of payroll period used                                      |
| a. Visual Survey   | c. Other Specify _____   |
| b. Employment Record _____   | 3. Pay period of last report submitted for this establishment. _____ |

**Section E – REMARKS** Use this Item to give any identification data appearing on last report which differs from that given above, explain major changes in composition or reporting units, and other pertinent information.

**Section F - CERTIFICATION**

- Check One
- |  |
|--|
| 1. All reports are accurate and were prepared in accordance with the instructions (check on consolidated only) |
| 2. This report is accurate and was prepared in accordance with the instructions.                               |

Name of Authorized Official	Title	Signature	Date
-----------------------------	-------	-----------	------

Name of person contact regarding This report (Type of print)	Address (Number and street)
--	-----------------------------

Title	City and State	Zip Code	Telephone Number	Extension
-------	----------------	----------	------------------	-----------

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE.

DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT  
CONTRACT COMPLIANCE DIVISION

SUBCONTRACT SUMMARY FORM

This SUMMARY form is to be completed by the PRIME contractor.

BID NO. \_\_\_\_\_ CCB NUMBER: \_\_\_\_\_ of \_\_\_\_\_ pages

\* NOTE: The standard for minority subcontracting is 25% of the TOTAL contract dollar amount to be subcontracted.

AMOUNT OF PRIME CONTRACT: \$ \_\_\_\_\_  
AMOUNT OF ALL SUBCONTRACTS: \$ \_\_\_\_\_ equals \_\_\_\_\_% OF THE PRIME CONTRACT.

NAME OF PRIME CONTRACTOR:

ADDRESS:

TELEPHONE NO.:

PROJECT NAME:  
ADDRESS:

PROJECT DESCRIPTIONS:

WARD NO.: \_\_\_\_\_

**SECTION II LIST ALL SUBCONTRACTORS THAT WILL BE UTILIZED ON THE ABOVE PROJECT**

1. NAME OF SUBCONTRACTOR 2. ADDRESS 3. CONTACT PERSON 4. MBOC CERT. NO.                      5. PHONE NO.	1. IS THIS A *MINORITY SUB? ____ YES ____ NO 2. TRADE OR BUSINESS PRODUCT THAT SUB WILL PROVIDE.	1. \$ AMOUNT OF SUBCONTRACT equals( = ) 2. _____% (percent) OF TOTAL PRIME CONTRACT.
1. _____ 2. _____ 3. _____ 4. _____                      5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals( = ) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____                      5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals( = ) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____                      5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals( = ) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____                      5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals( = ) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____                      5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals( = ) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____                      5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals( = ) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____                      5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals( = ) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____                      5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals( = ) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____                      5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals( = ) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____                      5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals( = ) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____                      5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals( = ) 2. _____%

TOTAL DOLLAR AMOUNT SUBCONTRACTED TO \*MINORITY BUSINESS ENTERPRISES. \$ \_\_\_\_\_

PERCENT OF PRIME CONTRACT. \_\_\_\_\_%

SOLICITATION NO: \_\_\_\_\_

**PROJECTED GOALS AND TIMETABLES FOR FUTURE HIRING**

MINORITY GROUP EMPLOYES GOALS					TIMETABLES				
JOB CATEGORIES	MALE				FEMALE				
	BLACK	ASIAN	AMERICAN INDIAN	HISPANIC	BLACK	ASIAN	AMERICAN INDIAN	HISPANIC	
OFFICIALS & MANAGERS									
PROFESSIONALS									
TECHNICIANS									
SALES WORKERS									
OFFICE AND CLERICAL									
CRAFTSMANS (SKILLELD)									
OPERATIVE (SEMI-SKILLED)									
LABORERS (UNSKILLED)									
SERVICE WORKERS									
TOTALS									
NAME OF AUTHORIZED OFFICIAL:				TITLE:			SIGNATURE:		
FIRM NAME:					TELEPHONE NO:		DATE:		
INDICATE IF THE PRIME UTILIZES A <u>“MINORITY FINANCIAL INSTITUTION”</u> _____ Yes    _____ No  NAME:  ADDRESS:  TYPE OF ACCOUNT/S:									

**District of Columbia Register**  
**GOVERNMENT OF THE DISTRICT OF COLUMBIA**

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**ADMINISTRATIVE ISSUANCE SYSTEM**

SUBJECT: Compliance with Equal Opportunity Obligations in Contracts

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by Section 422 of the District of Columbia self-government and Government Reorganization Act of 1973 as amended, D.C. Code section 1-242 (1981-Ed.), it is hereby ORDERED that Commissioner's Order No. 73-51, dated February 28, 1973, is hereby rescinded and reissued in its entirety to read as follows:

1. Establishment of Policy: There is established a policy of the District of Columbia Government to:
  - (a) provide equal opportunity in employment for all persons with respect to any contract by and with the Government of the District of Columbia.
  - (b) prohibit discrimination in employment because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap;
  - (c) provide equal opportunity to all persons for participation in all District of Columbia Government contracts, including but not limited to lease agreements, Industrial Revenue Bond financing, and Urban Development Action grants;
  - (d) provide equal opportunity to minority business enterprises in the performance of District of Columbia Government contracts in accordance with Mayor's Orders, District of Columbia laws, and rules and regulations promulgated by the Minority Business Opportunity Commission; and
  - (e) promote the full realization of equal employment through affirmative, continuing programs by contractors and subcontractors in the performance of contracts with the District of Columbia Government.
2. Delegation of Authority: The Director of the Office of Human Rights (hereinafter "Director") is delegated the authority vested in the Mayor to implement the provisions of this order as set forth herein, and any rules, regulations, guidelines, and procedures adopted pursuant thereto.
3. Responsibilities: The Director of the Office of Human Rights shall be responsible for establishing and ensuring agency compliance with the policy set forth in this Order, any rules, regulations, and procedures that may be adopted by the Office of Human Rights pursuant to this Order, and any other equal opportunity provisions as may be added as a part of any contract.
4. Powers and Duties: The Director of the Office of Human Rights shall have the following powers and duties:
  - (a) to establish standards and procedures by which contractors and subcontractors who perform under District of Columbia Government contracts shall comply with the equal opportunity provisions of their contracts; to issue all orders, rules, regulations, guidelines, and procedures the Director may deem necessary and proper for carrying out and implementing the purposes of this Order;
  - (b) to assume equal opportunity compliance jurisdiction over any matter pending before a contracting agency where the Director considers it necessary or appropriate for the achievement of the purposes of

this Order, keep the contracting agency informed of all actions taken, and act through the contracting agency to the extent appropriate and practicable;

- (c) to examine the employment practices of any District of Columbia Government contractor or subcontractor, or initiate the examination by the appropriate contracting agency to determine whether or not the contractual provisions specified in any rules and regulations adopted pursuant to this Order have been violated, and notify the contracting agency of any action taken or recommended;
- (d) to monitor and evaluate all District of Columbia Government agencies, including those independent agencies and commissions not required to submit the Affirmative Action Programs of their contractors to the Office of Human Rights for approval, to ensure compliance with the equal opportunity obligations in contracts;
- (e) to use his or her best efforts to cause any labor union engaged in work under District of Columbia Government contracts, any referral, recruiting or training agency, or any other representative of workers who are or may be engaged in work under contracts and subcontracts to cooperate in and to comply with the implementation of the purposes of this Order;
- (f) to notify, when appropriate, the concerned contracting agencies, the Office of Federal Contract Compliance Programs, the U.S. Department of Justice, or other appropriate Federal, State, and District agencies, whenever the Director has reason to believe that practices of any contractor, labor organization, lending institution, insurance firm, or agency violate provisions of Federal, State, or District, laws;
- (g) to enter, where the determinations are made by Federal, State, or District agencies, into reciprocal agreements with those agencies to receive the appropriate information;
- (h) to hold hearings, public or private, as necessary to obtain compliance with any rules, regulations, and procedures promulgated pursuant to this Order, and to issue orders relating thereto. No order to terminate or cancel a contract, or to withhold from any contractor further District of Columbia Government contractors shall be issued without affording the contractor an opportunity for a hearing. Any order to terminate or cancel a contract or to withhold from any contractor further District of Columbia Government contracts shall be issued in accordance with rules, and regulations pursuant to the Administrative Procedure Act, as amended and;
- (i) to grant waivers from the minimum standards for the employment of minorities and women in Affirmative Action Programs in exceptional cases, as circumstances may warrant.

5. Duties of Contracting Agencies: Each contracting agency shall have the following duties:

- (a) the initial responsibility for ensuring that contractors and subcontractors are in compliance with any rules, regulations, and procedures promulgated pursuant to this Order;
- (b) to examine the employment practices of contractors and subcontractors in accordance with procedures established by the Office of Human Rights, and report any compliance action to the Director of the Office of Human Rights;
- (c) to comply with the terms of this Order and of the orders, rules, regulations, guidelines, and procedures of the Office of Human Rights issued pursuant thereto in discharging their responsibility for securing contract compliance; and
- (d) to secure compliance with any rules, regulations, and procedures promulgated pursuant to this Order before or after the execution of a contract by methods, of conference, conciliation and persuasion. No enforcement proceedings shall be initiated, nor shall a contract be cancelled or terminated in whole or in part, unless such methods have first been attempted.

6. Procedures: The procedures to be followed in implementing this Order shall be those set forth in

Orders, rules, regulations, and guidelines as may be promulgated by the Office of Human Rights.

7. Severability: If any section, subsection, sentence, clause, phrase, or portion of the provisions in this Order is for any reason declared by any court of competent jurisdiction to be invalid or unconstitutional, such section, subsection, sentence, clause, phrase, or portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining provisions of this order.
8. Effective Date: This Order shall become effective immediately.

Signed by Marion Barry, Jr.  
Mayor

ATTEST: Signed by Clifton B. Smith  
Secretary of the District of Columbia

**OFFICE OF HUMAN RIGHTS**

**NOTICE OF FINAL RULEMAKING**

The Director of the Office of Human Rights hereby gives notice of the adoption of the following final rules governing standards and procedures for equal employment opportunity applicable to contractors and subcontractors under District of Columbia Government Contracts. Notice of Proposed Rulemaking was published for public comment in the D.C. Register on April 11, 1986 at 33 DCR 2243. Based on some the comments received and upon further review by the Office of Human Rights, minor revisions were made in the rules at the following subsections: 1104.1, 1104.2, 1104.4, 1104.13, 1104.17(e) (5), 1104.28, 1107.1, 1199.1, and at page 15 the definition of minority was written out in addition to citing its D.C. Code. None of the revisions change the intent of the proposed final rules. Final action to adopt these final rules was taken on August 4, 1986, and will be effective upon publication of this notice in the Register.

**CHAPTER 11 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS**

1100. PURPOSE

1100.1 These rules shall govern standards and procedures to be followed by contractors and subcontractors performing under District of Columbia Government contracts for goods and services, including construction contracts, for the purpose of assuring equal employment opportunity for minorities and women.

1100.2 These rules establish requirements for contractors and subcontractors regarding their commitment to observe specific standards for the employment of minorities and women and to achieve affirmative action obligations under District of Columbia contracts. These rules are not intended nor shall be used to discriminate against any qualified applicant for employment or employee.

1101 SCOPE

1101.1 Except as hereinafter exempted, the provisions of this chapter shall apply to all District of Columbia Government contracts subject to Mayor's Order No. 85-85, and any rules, regulations, and procedures promulgated pursuant to that Mayor's Order.

1102 COVERAGE

1102.1 The provisions of this chapter shall govern the processing of any matter before the Office Human Rights involving the following:

- (a) Discrimination in employment on grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap by any District of Columbia Government contractor; and
- (b) Achievement of affirmative action obligations under District of Columbia contracts.

1103 CONTRACT PROVISIONS

1103.1 Each contract for goods and services, including construction contracts, except construction subcontracts for standard commercial supplies or raw materials, shall include as express contractual provisions the language contained in subsections 1103.2 through 1103.10.

1103.2 The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap.

- 1103.3 The contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap. 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.
- 1103.4 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 1103.2 and 1103.3 concerning non-discrimination and affirmative action.
- 1103.5 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 1103.2
- 1103.6 The contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, a notice to be provided by the Contracting Agency, advising each labor union or workers' representative of the contractor's commitments under this chapter, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 1103.7 The contractor agrees to permit access to all books, records, and accounts, pertaining to its employment practices, by the Director and the Contracting Agency 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.
- 1103.8 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, or any authorized official.
- 1103.9 The prime contractor shall include in every subcontract the equal opportunity clauses, subsections 1103.2 through 1103.10 of this section, so that such provisions shall be binding upon each subcontractor or vendor.
- 1103.10 The prime contractor shall take such action with respect to any subcontractor as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for non-compliance; provided, however, that in the event the prime 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 prime contractor may request the District to enter into such litigation to protect the interest of the District.
- 1104 **AFFIRMATIVE ACTION PROGRAM**
- 1104.1 Each apparent low bidder for a construction contract shall complete and submit to the Contracting Agency, prior to the execution of any contract in the amount of twenty-five thousand dollars (\$25,000) or more, and each contractor covered under subsection 1105.1, an Affirmative Action Program to ensure equal opportunity which shall include specific standards for the utilization of minorities and women in the trades, crafts and skills to be used by the contractor in the performance of the contract.

- 1104.2 Each apparent low bidder or offeror for a non-construction contract shall complete and submit to the Contracting Agency, prior to the execution of any contract in the amount of ten thousand dollars (\$10,000) or more, and each contractor covered under subsection 1105.2 , an Affirmative Action Program to ensure equal opportunity which shall include specific standards for the utilization of minorities in the job categories specified in subsection 1108.4.
- 1104.3 To ensure equal opportunity each Affirmative Action Program shall include the following commitments:
- (a) With respect to construction contracts, each contractor shall certify that it will comply with the provisions of this chapter, and submit a personnel utilization schedule for all the trades the contractor is to utilize, indicating the actual numbers of minority and female workers that are expected to be a part of the workforce performing under the contract; and
  - (b) With respect to non-construction contracts, each contractor shall certify that it will comply with the provisions of this chapter, and shall submit a personnel utilization schedule indicating by craft and skill, the minority composition of the workforce related to the performance of the work under the contract. The schedule shall include all workers located in the facility from which the goods and services are produced and shall include the same information for other facilities which have a significant relationship to the performance of work under the contract.
- 1104.4 If the experience of the contractor with any local union from which it will secure employees indicates that the union will not refer sufficient minorities or women to meet minority or female employment commitments, the contractor shall, not less than ten (10) days prior to the employment of any person on the project subject to the jurisdiction of that local union, do the following:
- (a) Notify the District of Columbia Department of Employment Services and at least two (2) minority and two (2) female referral organizations of the contractor's personnel needs, and request referral of minority and female workers; and
  - (b) Notify any minority and female workers who have been listed with the contractors as awaiting vacancies.
- 1104.5 If, within five (5) working days prior to commencement of work, the contractor determines that the Department of Employment Services or the minority or female referral organizations are unable to refer sufficient minorities or women to meet its commitments, the contractor may take steps to hire, by referral or otherwise, from the local union membership to fill the remaining job openings, provided that it notifies the local union of its personnel needs and of its employment commitments. Evidence of the notification shall be provided to the Contracting Agency.
- 1104.6 The contractor shall have standing requests for additional referrals of minority and female workers with the local union, the Department of Employment Services, and the other referral sources, until such time as the contractor has met its minority and female employment commitments.
- 1104.7 If the contractor desires to lay off some of its employees in a given trade on a construction site, it shall ensure that the required number of minority and female employees remain on the site to meet the minority and female commitments.
- 1104.8 No contractor shall refuse employment to any individual who has minimal facility to speak English except where the contractor can demonstrate that the facility to speak English is necessary for the performance of the job.

- 1104.9 No union with which the contractor has a collective bargaining agreement shall refuse to refer minority and female employees to such contractor.
- 1104.10 To the extent that contractors have delegated the responsibility for some of their employment practices to some other organization or agency which prevents them from meeting their equal opportunity obligations, those contractors shall not be considered to be in compliance with this chapter.
- 1104.11 The obligations of the contractor shall not be reduced, modified, or subject to any provision in any collective bargaining agreement with labor organization which provides that the labor organizations shall have the exclusive or primary opportunity to refer employees.
- 1104.12 When any contractor employs a minority person or woman in order to comply with this chapter, those persons shall be advised of their right to seek union membership, the contractor shall provide whatever assistance may be appropriate to enable that person to obtain membership, and the contractor shall notify the appropriate union of that person's employment.
- 1104.13 The contractor shall not discharge, refuse to employ, or otherwise adversely affect any minority person or woman because of any provision in any collective bargaining agreement, or any understanding, written or oral that the contractor may have with any labor organization.
- 1104.14 If at any time, because of lack of cooperation or overt conduct, a labor organization impedes or interferes with the contractor's Affirmative Action Program, the contractor shall notify the Contracting Agency and the Director immediately, setting forth the relevant circumstances.
- 1104.15 In any proceeding involving a disagreement between a labor organization and the contractor over the implementation of the contractor's Affirmative Action Program, the Contracting Agency and the Office of Human Rights may become a party to the proceeding.
- 1104.16 In determining whether or not a contractor is utilizing minorities and females pursuant to Section 1108, consideration shall be given to the following factors:
- (a) The proportion of minorities and women employed in the trades and as laborers in the construction industry within the District of Columbia;
  - (b) The proportion of minorities and women employed in the crafts or as operatives in non-construction industries within the District of Columbia;
  - (c) The number and ratio of unemployed minorities and women to total unemployment in the District of Columbia;
  - (d) The availability of qualified and qualifiable minorities and women for employment in any comparable line of work, including where they are now working and how they may be brought into the contractor's workforce;
  - (e) The effectiveness of existing training programs in the area, including the number who complete training, the length and extent of training, employer experience with trainees, and the need for additional or expanded training programs; and
  - (f) The number of additional workers that could be absorbed into each trade or line of work without displacing present employees, including consideration of present employee shortages, projected growth of the trade or line of work, and projected employee turnover.
- 1104.17 The contractor's commitment to specific standards for the utilization of minorities and females as required under this chapter shall include a commitment to make every good faith effort to meet

those standards. If the contractor has failed to meet the standards, a determination of “good faith” shall be based upon the contractor’s documented equal opportunity efforts to broaden its equal employment program which shall include, but may not necessarily be limited to, the following requirements:

- (a) The contractor shall notify the community organizations that the contractor has employment opportunities available and shall maintain records of the organizations’ responses;
- (b) The contractor shall maintain a file of the names and addresses of each minority and female worker referred to it and what action was taken with respect to each referred worker. If that worker was not sent to the union hiring hall for referral or if the worker was not employed by the contractor, the contractor’s file shall be documented and the reasons therefore;
- (c) The contractor shall notify the Contracting Agency and the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority or female worker originally sent to the union by the contractor for union registration, or the contractor has other information that the union referral process has impeded the contractor’s efforts to meet its goals;
- (d) The contractor shall participate in training programs related to its personnel needs;
- (e) The contractor shall disseminate its EEO policy internally by doing the following:
  - (1) Including it in any organizational manual;
  - (2) Publicizing it in company newspapers, annual report, etc.;
  - (3) Conducting staff, employee, and union representatives meetings to explain and discuss the policy;
  - (4) Posting; and
  - (5) Reviewing the policy with minority and female employees.
- (f) The contractor shall disseminate its EEO policy externally by doing the following:
  - (1) Informing and discussing it with all recruitment sources;
  - (2) Advertising in news media, specifically including news media directed to minorities and women;
  - (3) Notifying and discussing it with all known minority and women’s organizations; and
  - (4) Notifying and discussing it with all subcontractors and suppliers.

1104.18 The contractor shall make specific recruitment efforts, both written and oral, directed at all minority and women’s training organizations within the contractor’s recruitment area.

1104.19 The contractor shall encourage present employees to assist in the recruitment of minorities and women for employment.

1104.20 The contractor shall validate all qualifications, selection requirements, and tests in accordance with the guidelines of the Equal Employment Opportunity Commission.

- 1104.21 The contractor shall make good faith efforts to provide after school, summer and vacation employment to minority youths and young women.
- 1104.22 The contractor shall develop on-the-job training opportunities, and participate and assist in any association or employer group training programs relevant to the contractor's employee needs.
- 1104.23 The contractor shall continually inventory and evaluate all minority and female personnel for promotion opportunities.
- 1104.24 The contractor shall make sure that seniority practices, job classifications, qualifications, etc. do not have a discriminatory effect on minorities and women.
- 1104.25 The contractor shall make certain that all facilities and company activities are nonsegregated.
- 1104.26 The contractor shall continually monitor all personnel activities to ensure that its EEO policy is being carried out.
- 1104.27 The contractor may utilize minority banking facilities as depositories for funds which may be involved, directly or indirectly, in the performance of the contract.
- 1104.28 The contractor shall employ minority and female workers without respect to union membership in sufficient numbers to meet the minority and female employment standards, if the experience of the contractor with any labor union from which it will secure employees does not indicate that it will refer sufficient minorities and females to meet its minority and female employment standards.
- 1104.29 The contractor shall ensure that all of its employees as well as those of its subcontractors are made knowledgeable about the contractor's equal opportunity policy.
- 1104.30 [Reserved]
- 1104.31 Each contractor shall include in all bid invitations or other pre-bid communications, written or otherwise, with respect to prospective subcontractors, the standards, as applicable, which are required under this chapter.
- 1104.32 Whenever a contractor subcontracts a portion of the work in any trade, craft or skill it shall include in the subcontract, its commitment made under this chapter, as applicable, which shall be adopted by its subcontractors who shall be bound thereby and by the regulations of this chapter to the full extent as if it were the prime contractor.
- 1104.33 The prime contractor shall give notice to the Director and the Contracting Agency of any refusal or failure of any subcontractor to fulfill its obligations under this chapter.
- 1104.34 Failure of compliance by any subcontractor shall be treated in the same manner as a failure by the prime contractor.
- 1105 EXEMPTIONS
- 1105.1 Prospective construction contractors shall be exempt from submitting Affirmative Action Programs for contracts amounting to less than twenty-five thousand dollars (\$25,000); provided, that when a construction contractor accumulates contracts amounting to twenty-five thousand dollars (\$25,000) or more within a period of twelve (12) months that contractor shall be required to submit an Affirmative Action Program for each contract executed thereafter.
- 1105.2 Prospective non-construction contractors shall be exempt from submitting Affirmative Action Programs for contracts amounting to less than ten thousand dollars (\$10,000); provided, that when

a non-construction contractor accumulates contracts amounting to ten thousand dollars (\$10,000) or more during a period of twelve (12) months that contractor shall be required to submit an Affirmative Action Program for each contract executed thereafter.

#### 1106 NONRESPONSIBLE CONTRACTORS

1106.1 If a bidder or offeror fails either to submit a complete and satisfactory Affirmative Action Program or to submit a revised Affirmative Action Program that meets the approval of the Director, as required pursuant to this chapter, the Director may direct the Contracting Officer to declare the bidder or offeror to be nonresponsible and ineligible for award of the contract.

1106.2 Any untimely submission of an Affirmative Action Program may, upon order of the Director, be rejected by the Contracting Officer.

1106.3 In no case shall there be any negotiation over the provision of specific utilization standards submitted by the bidder or offeror after the opening of bids or receipt of offer and prior to award.

1106.4 If any directive or order relating to nonresponsibility is issued under this section, the Director shall afford the bidder or offeror a reasonable opportunity to be heard in opposition to such action in accordance with subsection 1118.1, or in support of a request for waiver under section 1109.

#### 1107 NOTICE OF COMPLIANCE

1107.1 Each Contracting Agency shall include, or require the contract bidder or offeror to include, in the invitation for bids or other solicitation used for a D.C. Government-involved contract, a notice stating that to be eligible for consideration, each bidder or offeror shall be required to comply with the provisions of this chapter for the trades, crafts and skills to be used during the term of the performance of the contract whether or not the work is subcontracted.

#### 1108 MINIMUM STANDARDS FOR MINORITY AND FEMALE EMPLOYMENT

1108.1 The minimum standards for the utilization of minorities in the District of Columbia Government construction contracts shall be forty-two percent (42%) in each trade for each project, and an aggregate workforce standard of six and nine-tenths percent (6.9%) for females in each project. Any changes in Federal standards pertaining to minority group and female employment in Federally-involved construction contracts shall be taken into consideration in any review of these requirements.

1108.2 The construction contractor's standards established in accordance with subsection 1108.1 shall express the contractor's commitment of the forty-two percent (42%) of minority personnel who will be working in each specified trade on each of the contractor's District of Columbia Government projects, and the aggregate standard of six and nine-tenths percent (6.9%) for the employment of females in each District of Columbia Government contract.

1108.3 The hours for minority and female workers shall be substantially uniform throughout the entire length of the construction contract for each trade used, to the effect that the same percentage of minority workers in the trades used shall be working throughout the length of work in each trade on each project, and the aggregate percentage in each project for females.

1108.4 The minimum standard for the utilization of minorities in non-construction contracts shall be twenty-five percent (25%) in each of the following nine (9) job categories:

- (a) Officials and managers;
- (b) Professionals;

- (c) Technicians;
- (d) Sales workers;
- (e) Office and clerical workers;
- (f) Craftpersons (Skilled);
- (g) Operative (Semi-skilled);
- (h) Laborers (Unskilled); and
- (i) Service workers.

1108.5 With respect to non-construction contracts the contractor's standards established in accordance with subsection 1108.4 shall express the contractor's commitment of the twenty-five percent (25%) of minority personnel who will be working in each specified craft or skill in each contract.

1109 WAIVERS

1109.1 The Director may grant a waiver to a prospective contractor from the requirement to submit a set of minimum standards for the employment of minorities and women in a particular contract, if before the execution of the contract and approval of the Affirmative Action Program, the contractor can document and otherwise prove it is unable to meet the standards in the performance of the contract.

1110 SOLICITATION OF CONTRACT

1110.1 Each solicitation for contract covered by section 1104 shall contain a statement that contractors shall comply with the minimum standards established pursuant to these rules for ensuring equal opportunity.

1110.2 The contract solicitation shall require that each bidder or offeror certify that it intends to meet the applicable minimum standards in section 1108 in order to be considered for the contract.

1111 PRIOR TO EXECUTION OF CONTRACT

1111.1 Upon being designated the apparent low bidder or offeror, that contractor shall submit a detailed Affirmative Action Program that sets forth the following:

- (1) The composition of its current total workforce; and
- (2) The composition of the workforce by race, color, national origin, and sex to be used in the performance of the contract and that of all known subcontractors that will be utilized to perform the contract.

1111.2 The apparent low bidder or offeror shall submit an Affirmative Action Program in accordance with section 1104 describing the actions it will take to ensure compliance with this chapter which shall be subject, prior to the execution of any contract, to the approval of the Director.

1111.3 If the Office of Human Rights does not act within ten (10) working days after the receipt of the Affirmative Action Program sent for approval, the Contracting Agency may proceed on its own determination to execute the contract.

1111.4 The apparent low bidder or offeror shall submit an Affirmative Action Program within a period of time to specified by each Contracting Agency, but which shall not exceed ten (10) working days after becoming the apparent contractor.

1111.5 The apparent low bidder or offeror shall furnish all information and reports to the Contracting Agency as required by this chapter, and shall permit access to all books or records pertaining to its employment practices or worksites.

1111.6 No contract subject to section 1104 shall be executed by the Contracting Agency, if the apparent low bidder or offeror does not submit an Affirmative Action Program, or if the Program has been disapproved in writing by the Director.

1111.7 If there is disagreement between the contractor and the Contracting Officer as to the adequacy of the Affirmative Action Program, the matter shall be referred to the Director for a decision.

#### 1112 AFTER EXECUTION OF CONTRACT

1112.1 Each contractor shall maintain throughout the term of the contract the minimum standards for the employment of minorities and women, as set forth in the approved Affirmative Action Program.

1112.2 Each contractor shall require that each subcontractor, or vendor under the contract comply with the provision of the contract and the Affirmative Action Program.

1112.3 Each contractor shall furnish all information as required by this chapter, and permit access to all books and records pertaining to the contractor's employment practices and work sites by the Director and the Contracting Agency for purposes of investigation to ascertain compliance with this chapter.

#### 1113 MONITORING AND EVALUATION

1113.1 The Director shall, from time to time, monitor and evaluate all District of Columbia Government agencies, including those independent agencies and commissions not required to submit the Affirmative Action Program of their contractors, to ensure compliance with the equal opportunity obligations in contracts, as provided for in this chapter.

#### 1114 AFFIRMATIVE ACTION TRAINING PROGRAM

1114.1 Each contractor, in fulfilling its affirmative action responsibilities under a contract with the District of Columbia Government, shall be required to have, as part of its Affirmative Action Program, an existing training program for the purpose of training, upgrading, and promotion of minority and female employees or to utilize existing programs. Those programs shall include, but not be limited to, the following:

- (a) To be consistent with its personnel requirements, the contractor shall make full use of the applicable training programs, including apprenticeship, on-the job training, and skill refinement training for journeymen. Recruitment for the program shall be designed to provide for appropriate participation by minority group members and women;
- (b) The contractor may utilize a company-operated skill refinement training program. This program shall be formal and shall be responsive to the work to be performed under the contract;
- (c) The contractor may utilize formal private training institutions that have as their objective training and skill refinement appropriate to the classification of the workers employed. When training is provided by a private organization the following information shall be supplied:

- (1) The name of the organization;
- (2) The name, address, social security number, and classification of the initial employees and any subsequent employees chosen during the course of the contract; and
- (3) The identity of the trades, and crafts or skills involved in the training.

1114.2 If the contractor relies, in whole or in part, upon unions as a source of its workforce, the contractor shall use its best efforts, in cooperation with unions, to develop joint training programs aimed toward qualifying more minorities and females for membership in the union, and increasing the skills of minority and female employees so that they may qualify for higher paying employment.

1114.3 Approval of training programs by the Contracting Agency shall be predicated, among other things, upon the quality of training, numbers of trainees and trades, crafts or skills involved, and whether the training is responsive to the policies of the District of Columbia and the needs of the minority and female community. Minority and female applicants for apprenticeship or training should be selected in sufficient numbers as to ensure an acceptable level of participation sufficient to overcome the effects of past discrimination.

#### 1115 COMPLIANCE REVIEW

1115.1 The Director and the Contracting Agency shall review the contractor's employment practices during the performance of the Contract. Routine or special reviews of contractors shall be conducted by the Contracting Agency or the Director in order to ascertain the extent to which the policy of Mayor's Order No. 85-85, and the requirements in this chapter are being implemented and to furnish information that may be useful to the Director and the Contracting Agency in carrying out their functions under this chapter.

1115.2 A routine compliance review shall consist of a general review of the practices of the contractor to ascertain compliance with the requirements of this chapter, and shall be considered a normal part of contract administration.

1115.3 A special compliance review shall consist of a comprehensive review of the employment practices of the contractor with respect to the requirements of this chapter, and shall be conducted when warranted.

#### 1116 ENFORCEMENT

1116.1 If the contractor does not comply with the equal opportunity clauses in a particular contract, including subsections 1103.2 through 1103.10 of this chapter, that contract may be cancelled in whole or in part, and the contractor may be declared by the Director or the Contracting Officer to be ineligible for further District of Columbia Government Contracts subject to applicable laws and regulations governing debarment.

1116.2 If the contractor meets its goals or if the contractor can demonstrate that it has made every good faith effort to meet those goals, the contractor will be presumed to be in compliance with this chapter, and no formal sanction shall be instituted unless the Director otherwise determines that the contractor is not providing equal employment opportunity.

1116.3 When the Director proceeds with a formal hearing she or he has the burden of proving that the contractor has not met the requirements of this chapter, but the contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of this chapter.

1117 COMPLAINTS

1117.1 The Director may initiate investigations of individual instances and patterns of discriminatory conduct, initiate complaints thereupon and keep the Contracting Agency informed of those actions.

1117.2 If the investigation indicates the existence of an apparent violation of the non-discrimination provisions of the contract required under section 1103 of this chapter the matter may be resolved by the methods of conference, conciliation, mediation, or persuasion.

1117.3 If an apparent violation of the non-discrimination provisions of the contract required under section 1103 of this chapter is not resolved by methods of conference, conciliation, mediation, or persuasion, the Director of the Contracting Officer may issue a notice requiring the contractor in question to show cause, within thirty (30) days, why enforcement proceedings or other appropriate action should not be initiated.

1117.4 Any employee of any District of Columbia Government contractor or applicant for employment who believes himself or herself to be aggrieved may, in person or by an authorized representative, file in writing, a complaint of alleged discrimination with the Director.

1118 HEARINGS

1118.1 In the event that a dispute arises between a bidder, offeror or prospective contractor and the Director or the Contracting Officer as to whether the proposed program of affirmative action for providing equal employment opportunity submitted by such bidder, offeror or prospective contractor complies with the requirements of this chapter and cannot be resolved by the methods of conference, conciliation, mediation, or persuasion, the bidder, offeror or prospective contractor in question shall be afforded the opportunity for a hearing before the Director.

1118.2 If a case in which an investigation by the Director or the Contracting Agency has shown the existence of an apparent violation of the non-discrimination provisions of the contract required under section 1103 is not resolved by the methods specified in subsection 1117.2, the Director may issue a notice requiring the contractor in question to show cause, within thirty (30) days, why enforcement proceedings or other appropriate action should not be initiated. The contractor in question shall also be afforded the opportunity for a hearing before the Director.

1118.3 The Director may hold a hearing on any complaint or violation under this chapter, and make determinations based on the facts brought before the hearing.

1118.4 Whenever the Director holds a hearing it is to be held pursuant to the Human Rights Act of 1977, a notice of thirty (30) working days for the hearing shall be given by registered mail, return receipt requested, to the contractor in question. The notice shall include the following:

- (a) A convenient time and place of hearing;
- (b) A statement of the provisions in this chapter or any other laws or regulations pursuant to which the hearing is to be held; and
- (c) A concise statement of the matters to be brought before the hearing.

1118.5 All hearings shall be open to the public and shall be conducted in accordance with rules, regulations, and procedures promulgated pursuant to the Human Rights Act of 1977.

1119 SANCTIONS

- 1119.1 The Director, upon finding that a contractor has failed to comply with the non-discrimination provisions of the contract required under section 1103, or has failed to make a good faith effort to achieve the utilization standards under an approved Affirmative Action Program, may impose sanctions contained in this section in addition to any sanction or remedies as may be imposed or invoked under the Human Rights Act of 1977.
- 1119.2 Sanctions imposed by the Director may include the following:
- (a) Order that the contractor be declared ineligible from consideration for award of District of Columbia Government contracts or subcontracts until such time as the Director may be satisfied that the contractor has established and will maintain equal opportunity policies in compliance with this chapter; and
  - (b) Direct each Contracting Officer administering any existing contract to cancel, terminate, or suspend the contract or any portion thereof, and to deny any extension, modification, or change, unless the contractor provides a program of future compliance satisfactory to the Director.
- 1119.3 Any sanction imposed under this chapter may be rescinded or modified upon reconsideration by the Director.
- 1119.4 An appeal of any sanction imposed by order of the Director under this chapter may be taken pursuant to applicable clauses of the affected contract or provisions of law and regulations governing District of Columbia Government contracts.
- 1120 NOTIFICATIONS
- 1120.1 The Director shall forward in writing notice of his or her findings of any violations of this chapter to the Contracting Officer for appropriate action under the contract.
- 1120.2 Whenever it appears that the holder of or an applicant for a permit, license or franchise issued by any agency or authority of the Government of the District of Columbia is a person determined to be in violation of this chapter the Director may, at any time he or she deems that action the Director may take or may have taken under the authority of this chapter, refer to the proper licensing agency or authority the facts and identities of all persons involved in the violation for such action as the agency or authority, in its judgement, considers appropriate based upon the facts thus disclosed to it.
- 1120.3 The Director may publish, or cause to be published, the names of contractors or unions which have been determined to have complied or have failed to comply with the provisions of the rules in this chapter.
- 1121 DISTRICT ASSISTED PROGRAMS
- 1121.1 Each agency which administers a program involving leasing of District of Columbia Government owned or controlled real property, or the financing of construction under industrial revenue bonds or urban development action grants, shall require as a condition for the approval of any agreement for leasing, bond issuance, or development action grant, that the applicant undertake and agree to incorporate, or cause to be incorporated into all construction contracts relating to or assisted by such agreements, the contract provisions prescribed for District of Columbia Government contracts by section 1103, preserving in substance the contractor's obligation under those provision.
- 1199 DEFINITIONS

1199.1

The following words and phrases set forth in this section, when used in this chapter, shall have the following meanings ascribed:

**Contract** – any binding legal relationship between the District of Columbia and a contractor for supplies or services, including but not limited to any District of Columbia Government or District of Columbia Government assisted construction or project, lease agreements, Industrial Revenue Bond financing, and Urban Development Action grant, or for the lease of District of Columbia property in which the parties, respectively, do not stand in the relationship of employer and employee.

**Contracting Agency** – any department, agency, or establishment of the District of Columbia which is authorized to enter into contracts.

**Contracting Officer** – any official of a contracting agency who is vested with the authority to execute contracts on behalf of said agency.

**Contractor** – any prime contractor holding a contract with the District of Columbia Government. The term shall also refer to subcontractors when the context so indicates.

**Director** – the Director of the Office of Human Rights, or his or her designee.

**Dispute** – any protest received from a bidder or prospective contractor relating to the effectiveness of his or her proposed program of affirmative action for providing equal opportunity.

**Minority** – Black Americans, Native Americans, Asian Americans, Pacific Islander Americans, and Hispanic Americans. In accordance with D.C. Code, Section 1-1142(1) (Supp. 1985).

**Subcontract** – any agreement made or executed by a prime contractor or a subcontractor where a material part of the supplies or services, including construction, covered by an agreement is being obtained for us in the performance of a contract subject to Mayor's Order No. 85-85, and any rules, regulations, and procedures issued pursuant thereto.

**Subcontractor** – any contractor holding a contract with a District prime contractor calling for supplies or services, including construction, required for the performance of a contract subject to Mayor's Order No. 85-85, and any rules, regulations, and procedures promulgated pursuant thereto.

DC OFFICE OF HUMAN RIGHTS  
SYSTEMIC ENFORCEMENT DIVISION  
AFFIRMATIVE ACTION REVIEW UNIT

DISTRICT OF COLUMBIA GOVERNMENT  
MONTHLY EMPLOYMENT UTILIZATION REPORT

1. REPORTING PERIOD

FROM / / TO: / /

This report is required by the Office of Human Rights' Affirmative Action Review Unit pursuant to Mayor's Order 85-85, Part C, Section 1. Failure to report may result in contracts being canceled, terminated or suspended, in whole or in part, and the contractor being declared ineligible for future District of Columbia Government contracts of any kind.

2. PROJECT NAME, LOCATION, CONTRACT NUMBER AND % COMPLETED

WARD \_\_\_\_\_ %

3. CONTRACTOR'S NAME, ADDRESS AND CCB NUMBER

MINORITY   
NON-MIN   
PRIME   
SUB

4. CONTRACTING AGENCY

AMOUNT \$ \_\_\_\_\_

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

11. COMPANY OFFICIAL'S SIGNATURE AND TITLE

12. TELEPHONE NUMBER (include area code)

13. DATE SIGNED

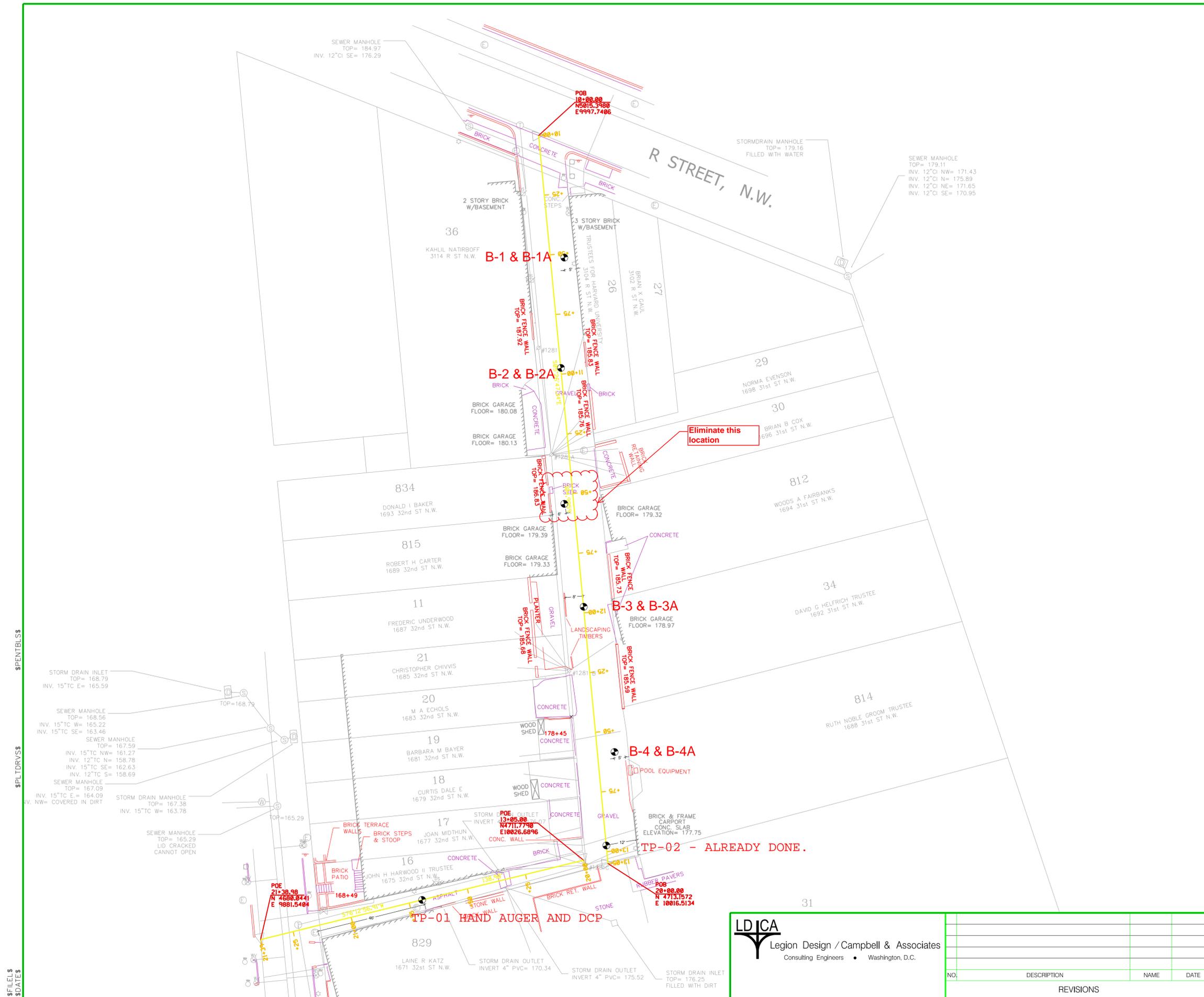
14. PAGE 1 OF 2

## INSTRUCTIONS FOR FILING MONTHLY EMPLOYMENT UTILIZATION REPORT (AARU-102)

The Monthly Employment Utilization 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 D. C. Government compliance agency that has Mayor's Order 85-85 responsibility. (Additional copies of this form may be obtained from the contracting agency responsible for the construction project.)

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, address, and CCB No. 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-3: 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.

F.H.W.A. REG. NO.	STATE	FED. AID PROJECT NO.	SHEET NO.	TOTAL SHEETS
	D.C.	DCKA-2010-T-0053		



LEGEND

	STORM MH
	ELEC. METER
	SIGN
	PHONE MH
	POWER POLE
	LIGHT POLE
	GUY WIRE
	ELEC. MH
	GAS VALVE
	CLEAN OUT
	SANITARY MH
	STORM INVERT
	DOWN SPOUT
	WATER VALVE
	WATER METER
	WATER MH
	BOLLARD
	OVERHEAD WIRES
	UNDERGROUND SEWER
	UNDERGROUND GAS
	UNDERGROUND TELEPHONE
	UNDERGROUND WATER
	WOOD FENCE
	IRON FENCE

D.C. DEPARTMENT OF TRANSPORTATION  
INFRASTRUCTURE PROJECT MANAGEMENT ADMINISTRATION  
PROJECT MANAGEMENT DIVISION

31st STREET /R STREET  
ALLEY RECONSTRUCTION

PAVING AND GRADING PLAN

PROJECT ENG. <u>KK</u>	DESIGNED BY <u>KK</u>
CHECKED BY <u>JC</u>	DRAWN BY <u>GS</u>
PROJECT MGR. <u>KK</u>	
DIVISION CHIEF	
DATE <u>&lt;ADD DATE&gt;</u>	
FILE _____	
SHEET <u>..</u> OF <u>...</u>	

**LDICA**  
Legion Design / Campbell & Associates  
Consulting Engineers • Washington, D.C.

NO.	DESCRIPTION	NAME	DATE
REVISIONS			

SPLIDRVSS \$PENTLSS \$FILES \$DATES



**RECORD OF SOIL / ROCK EXPLORATION**

Contracted With Legion Design/Campbell & Associates Boring # B-01  
 Project Name Alley Reconstruction at 31st and R Streets, NW Job # 13-00017  
 Location Washington, DC

**SAMPLER**

Datum \_\_\_\_\_ Hammer Wt. 140 lb Hole Diameter 6 in Foreman K. Manos  
 Surf. Elev. --- Hammer Drop 30 in Rock Core Dia. N/A Inspector C. Diaz  
 Date Started 7/15/13 Spoon Size 2 in Boring Method HSA Date Completed 7/15/13

ELEV. (ft)	SOIL DESCRIPTION Color, Moisture, Density, Plasticity, Size Proportions	STRA DEPTH (ft)	SOIL SYMBOL	DEPTH SCALE	SAMPLE					BORING & SAMPLE NOTES
					Cond	Blows/6"	No.	Type	Rec (in)	
	Gray, dry, <b>CRUSHED STONE AGGREGATE</b>	0.7								
	Light brown, moist, hard, lean <b>CLAY</b>					7-10-25	1	DS	12	
	Light brown, dry, hard, sandy, lean <b>CLAY</b> , with gravel	3.5		5		18-25-20	2	DS	15	
	Reddish brown, moist, hard, lean <b>CLAY</b>	6.0				11-16-17	3	DS	18	
	Brown-gray, moist, very stiff, lean <b>CLAY</b>	8.5				10-12-4	4	DS	18	
	Bottom of Boring at 10.0 ft	10.0		10						
				15						

**SAMPLER TYPE**

DS - DRIVEN SPLIT SPOON  
 PT - PRESSED SHELBY TUBE  
 CA - CONTINUOUS FLIGHT AUGER  
 RC - ROCK CORE

**SAMPLE CONDITIONS**

D - DISINTEGRATED  
 I - INTACT  
 U - UNDISTURBED  
 L - LOST

**GROUNDWATER DEPTH**

AT COMPLETION \_\_\_\_\_ ft  
 AFTER \_\_\_\_\_ HRS. \_\_\_\_\_ ft  
 AFTER 24 HRS. \_\_\_\_\_ ft  
 CAVED AT \_\_\_\_\_ ft

**BORING METHOD**

HSA - HOLLOW STEM AUGERS  
 CFA - CONTINUOUS FLIGHT AUGERS  
 DC - DRIVING CASING  
 MD - MUD DRILLING

STANDARD PENETRATION TEST DRIVING 2" OD SAMPLER 1' WITH 140# HAMMER FALLING 30": COUNT MADE AT 6" INTERVALS



**RECORD OF SOIL / ROCK EXPLORATION**

Contracted With Legion Design/Campbell & Associates Boring # B-02  
 Project Name Alley Reconstruction at 31st and R Streets, NW Job # 13-00017  
 Location Washington, DC

**SAMPLER**

Datum \_\_\_\_\_ Hammer Wt. 140 lb Hole Diameter 6 in Foreman K. Manos  
 Surf. Elev. --- Hammer Drop 30 in Rock Core Dia. N/A Inspector C. Diaz  
 Date Started 7/15/13 Spoon Size 2 in Boring Method HSA Date Completed 7/15/13

ELEV. (ft)	SOIL DESCRIPTION Color, Moisture, Density, Plasticity, Size Proportions	STRA DEPTH (ft)	SOIL SYMBOL	DEPTH SCALE	SAMPLE					BORING & SAMPLE NOTES
					Cond	Blows/6"	No.	Type	Rec (in)	
	Gray, dry, <b>CRUSHED STONE AGGREGATE</b>	0.7								1. Infiltration pipe set at 4.4'.
	Brown, moist, stiff, sandy <b>CLAY</b> , with gravel, <b>(CL)</b>					11-5-5	1	DS	18	
	Light brown, dry, hard, sandy <b>CLAY</b> , with gravel, <b>(CL)</b>	2.5								
	Dark brown, very stiff, sandy, silty <b>CLAY</b>	5.0		5		13-17-16	2	DS	18	
	Dark brown, very stiff, sandy <b>CLAY</b> , <b>(CL)</b>	6.0								
	Dark brown, very stiff, sandy, silty <b>CLAY</b>	7.5				8-10-12	3	DS	18	
	Dark brown, very stiff, sandy, silty <b>CLAY</b>	10.0		10		7-7-9	4	DS	3	
	Bottom of Boring at 10.0 ft			15						

**SAMPLER TYPE**

DS - DRIVEN SPLIT SPOON  
 PT - PRESSED SHELBY TUBE  
 CA - CONTINUOUS FLIGHT AUGER  
 RC - ROCK CORE

**SAMPLE CONDITIONS**

D - DISINTEGRATED  
 I - INTACT  
 U - UNDISTURBED  
 L - LOST

**GROUNDWATER DEPTH**

AT COMPLETION \_\_\_\_\_ ft  
 AFTER \_\_\_\_\_ HRS. \_\_\_\_\_ ft  
 AFTER 24 HRS. \_\_\_\_\_ ft  
 CAVED AT \_\_\_\_\_ ft

**BORING METHOD**

HSA - HOLLOW STEM AUGERS  
 CFA - CONTINUOUS FLIGHT AUGERS  
 DC - DRIVING CASING  
 MD - MUD DRILLING

STANDARD PENETRATION TEST DRIVING 2" OD SAMPLER 1' WITH 140# HAMMER FALLING 30": COUNT MADE AT 6" INTERVALS



**RECORD OF SOIL / ROCK EXPLORATION**

Contracted With Legion Design/Campbell & Associates Boring # B-03  
 Project Name Alley Reconstruction at 31st and R Streets, NW Job # 13-00017  
 Location Washington, DC

**SAMPLER**

Datum \_\_\_\_\_ Hammer Wt. 140 lb Hole Diameter 6 in Foreman K. Manos  
 Surf. Elev. --- Hammer Drop 30 in Rock Core Dia. N/A Inspector C. Diaz  
 Date Started 7/15/13 Spoon Size 2 in Boring Method HSA Date Completed 7/15/13

ELEV. (ft)	SOIL DESCRIPTION Color, Moisture, Density, Plasticity, Size Proportions	STRA DEPTH (ft)	SOIL SYMBOL	DEPTH SCALE	SAMPLE					BORING & SAMPLE NOTES
					Cond	Blows/6"	No.	Type	Rec (in)	
	Gray, dry, <b>CRUSHED STONE AGGREGATE</b>	0.7								1. Infiltration pipe set at 7.3'.
	Light brown, moist, very stiff, clayey <b>SAND</b> , with gravel, <b>(SC)</b>					10-5-14	1	DS	18	
				5		25-10-13	2	DS	18	
	Light brown, moist, stiff, sandy lean <b>CLAY</b> , <b>(CL)</b>	6.0				7-7-4	3	DS	12	
	Light brown, moist, stiff, sandy, silty <b>CLAY</b>	7.5								
	Gray-brown, dry, very dense, well graded <b>GRAVEL</b> , with silt and sand	8.5				17-13-13	4	DS	2	
	Bottom of Boring at 10.0 ft	10.0		10						
				15						

**SAMPLER TYPE**

DS - DRIVEN SPLIT SPOON  
 PT - PRESSED SHELBY TUBE  
 CA - CONTINUOUS FLIGHT AUGER  
 RC - ROCK CORE

**SAMPLE CONDITIONS**

D - DISINTEGRATED  
 I - INTACT  
 U - UNDISTURBED  
 L - LOST

**GROUNDWATER DEPTH**

AT COMPLETION \_\_\_\_\_ ft  
 AFTER \_\_\_\_\_ HRS. \_\_\_\_\_ ft  
 AFTER 24 HRS. \_\_\_\_\_ ft  
 CAVED AT \_\_\_\_\_ ft

**BORING METHOD**

HSA - HOLLOW STEM AUGERS  
 CFA - CONTINUOUS FLIGHT AUGERS  
 DC - DRIVING CASING  
 MD - MUD DRILLING

STANDARD PENETRATION TEST DRIVING 2" OD SAMPLER 1' WITH 140# HAMMER FALLING 30": COUNT MADE AT 6" INTERVALS



**RECORD OF SOIL / ROCK EXPLORATION**

Contracted With Legion Design/Campbell & Associates Boring # B-04  
 Project Name Alley Reconstruction at 31st and R Streets, NW Job # 13-00017  
 Location Washington, DC

**SAMPLER**

Datum \_\_\_\_\_ Hammer Wt. 140 lb Hole Diameter 6 in Foreman K. Manos  
 Surf. Elev. --- Hammer Drop 30 in Rock Core Dia. N/A Inspector C. Diaz  
 Date Started 7/15/13 Spoon Size 2 in Boring Method HSA Date Completed 7/15/13

ELEV. (ft)	SOIL DESCRIPTION Color, Moisture, Density, Plasticity, Size Proportions	STRA DEPTH (ft)	SOIL SYMBOL	DEPTH SCALE	SAMPLE					BORING & SAMPLE NOTES
					Cond	Blows/6"	No.	Type	Rec (in)	
	Gray, dry, <b>CRUSHED STONE AGGREGATE</b>	0.7								
	Brown, moist, very stiff, silty <b>CLAY</b> , with sand					5-7-14	1	DS	10	
	Brown, moist, stiff, lean <b>CLAY</b> , with sand	3.5		5		5-5-9	2	DS	18	
	Reddish brown, moist, stiff, lean <b>CLAY</b>	6.0				7-7-4	3	DS	14	
	Reddish brown, moist, stiff, lean <b>CLAY</b>	8.5				7-4-11	4	DS	18	
	Bottom of Boring at 10.0 ft	10.0		10						
				15						

**SAMPLER TYPE**

DS - DRIVEN SPLIT SPOON  
 PT - PRESSED SHELBY TUBE  
 CA - CONTINUOUS FLIGHT AUGER  
 RC - ROCK CORE

**SAMPLE CONDITIONS**

D - DISINTEGRATED  
 I - INTACT  
 U - UNDISTURBED  
 L - LOST

**GROUNDWATER DEPTH**

AT COMPLETION \_\_\_\_\_ ft  
 AFTER \_\_\_\_\_ HRS. \_\_\_\_\_ ft  
 AFTER 24 HRS. \_\_\_\_\_ ft  
 CAVED AT \_\_\_\_\_ ft

**BORING METHOD**

HSA - HOLLOW STEM AUGERS  
 CFA - CONTINUOUS FLIGHT AUGERS  
 DC - DRIVING CASING  
 MD - MUD DRILLING

STANDARD PENETRATION TEST DRIVING 2" OD SAMPLER 1' WITH 140# HAMMER FALLING 30": COUNT MADE AT 6" INTERVALS



**RECORD OF SOIL / ROCK EXPLORATION**

Contracted With Legion Design/Campbell & Associates Boring # B-05  
 Project Name Alley Reconstruction at 31st and R Streets, NW Job # 13-00017  
 Location Washington, DC

**SAMPLER**

Datum \_\_\_\_\_ Hammer Wt. 140 lb Hole Diameter 6 in Foreman K. Manos  
 Surf. Elev. --- Hammer Drop 30 in Rock Core Dia. N/A Inspector C. Diaz  
 Date Started 7/15/13 Spoon Size 2 in Boring Method HSA Date Completed 7/15/13

ELEV. (ft)	SOIL DESCRIPTION Color, Moisture, Density, Plasticity, Size Proportions	STRA DEPTH (ft)	SOIL SYMBOL	DEPTH SCALE	SAMPLE					BORING & SAMPLE NOTES
					Cond	Blows/6"	No.	Type	Rec (in)	
	3" of <b>ASPHALT</b>	0.3								
	Brown, moist, silty <b>CLAY</b>									
	Bottom of Boring at 3.0 ft	3.0								
				5						
				10						
				15						

**SAMPLER TYPE**

DS - DRIVEN SPLIT SPOON  
 PT - PRESSED SHELBY TUBE  
 CA - CONTINUOUS FLIGHT AUGER  
 RC - ROCK CORE

**SAMPLE CONDITIONS**

D - DISINTEGRATED  
 I - INTACT  
 U - UNDISTURBED  
 L - LOST

**GROUNDWATER DEPTH**

AT COMPLETION \_\_\_\_\_ ft  
 AFTER \_\_\_\_\_ HRS. \_\_\_\_\_ ft  
 AFTER 24 HRS. \_\_\_\_\_ ft  
 CAVED AT \_\_\_\_\_ ft

**BORING METHOD**

HSA - HOLLOW STEM AUGERS  
 CFA - CONTINUOUS FLIGHT AUGERS  
 DC - DRIVING CASING  
 MD - MUD DRILLING

STANDARD PENETRATION TEST DRIVING 2" OD SAMPLER 1' WITH 140# HAMMER FALLING 30": COUNT MADE AT 6" INTERVALS

Boring	Depth (ft)	Liquid Limit (%)	Plastic Limit (%)	Plasticity Index (%)	% < #4 Sieve	% < #200 Sieve	Classification	Water Content (%)	Dry Density (pcf)	Optimum Water Content (%)	Soaked CBR @ 95% Density @ in (%)	Swelling (%)
B-01	6.0-7.5							22.0				
B-01	8.5-10.0							21.3				
B-02	0.0-5.0	31	16	15	84	53	CL	11.3	129.3	10.5		0.3
B-02	6.0-7.5				98	70		19.1				
B-02	8.5-10.0							15.7				
B-03	0.0-5.0	26	17	9	77	32	SC	6.9	130.8	9.0		0.0
B-03	3.5-5.0							16.1				
B-03	6.0-7.5	38	14	24	97	68	CL	15.4				
B-04	6.0-7.5							24.4				

TLB LAB SUMMARY PROC CBR LOGS.GPJ PROJECT.GBT 7/26/13



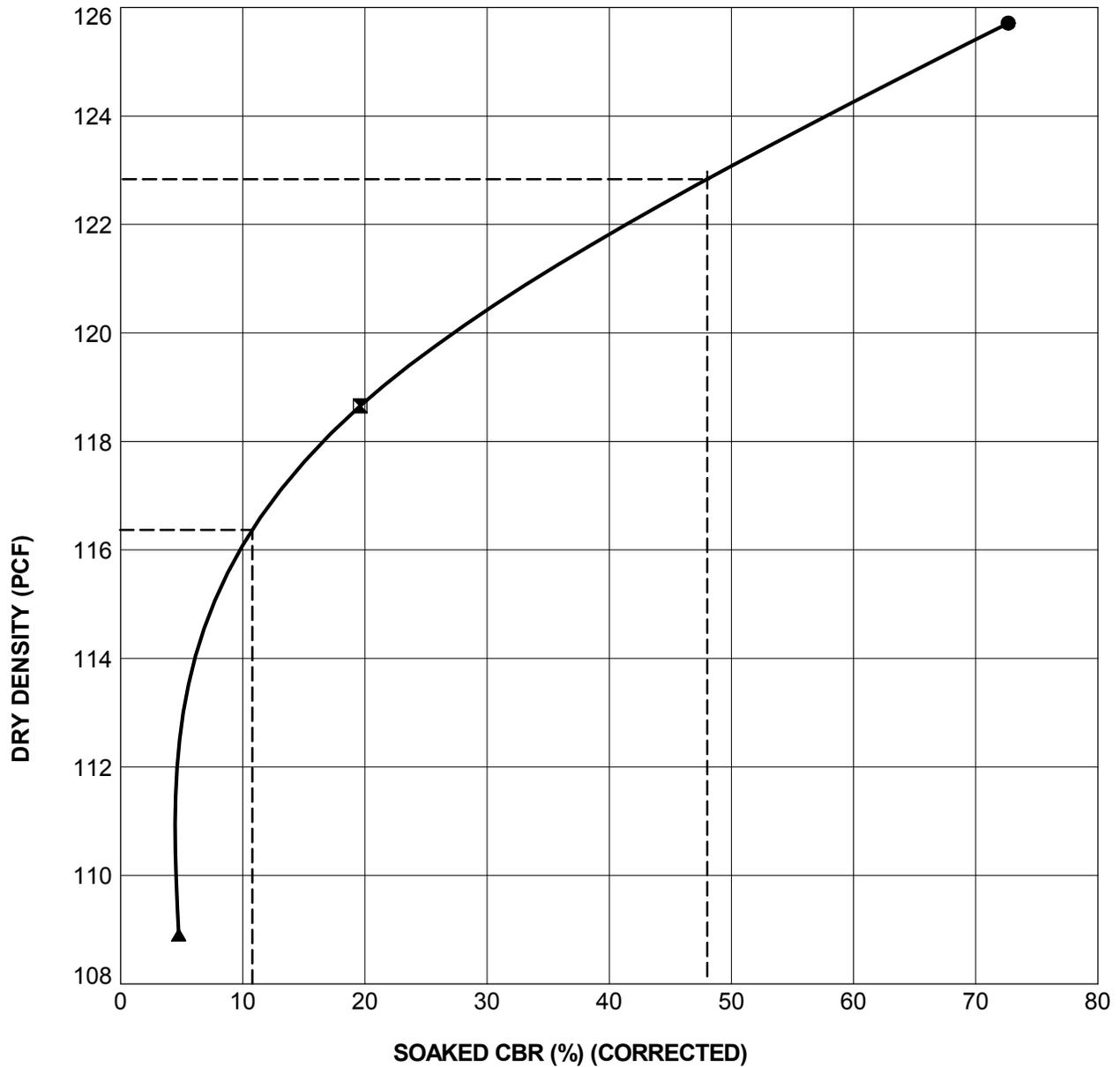
THOMAS L. BROWN ASSOCIATES, P.C.  
A Division of Soil and Land Use Technology, Inc.

### Summary of Laboratory Results

Alley Reconstruction at 31st and R Streets, NW

Washington, DC

Project Number: 13-00017



Remark: Soaked CBR values based on % of Modified Proctor (ASTM D1557 Method A)

Sample Ident: B-02 (Bag) Tested By: DA Date: 7/25/2013

Material Description: Brown, sandy lean CLAY with gravel (CL)

Dry Density @ 95% 122.8 pcf CBR @ 95% Density 48.0 LL 31 PL 16 PI 15

	% Compaction	Dry Density (pcf)	CBR		% Swell
			0.1 in	0.2 in	
●	97.2	125.7	72.7	63.5	-0.4
☒	91.8	118.7	19.6	19.0	0.0
▲	84.2	108.9	4.2	4.8	0.3

TEST METHOD: ASTM D1883



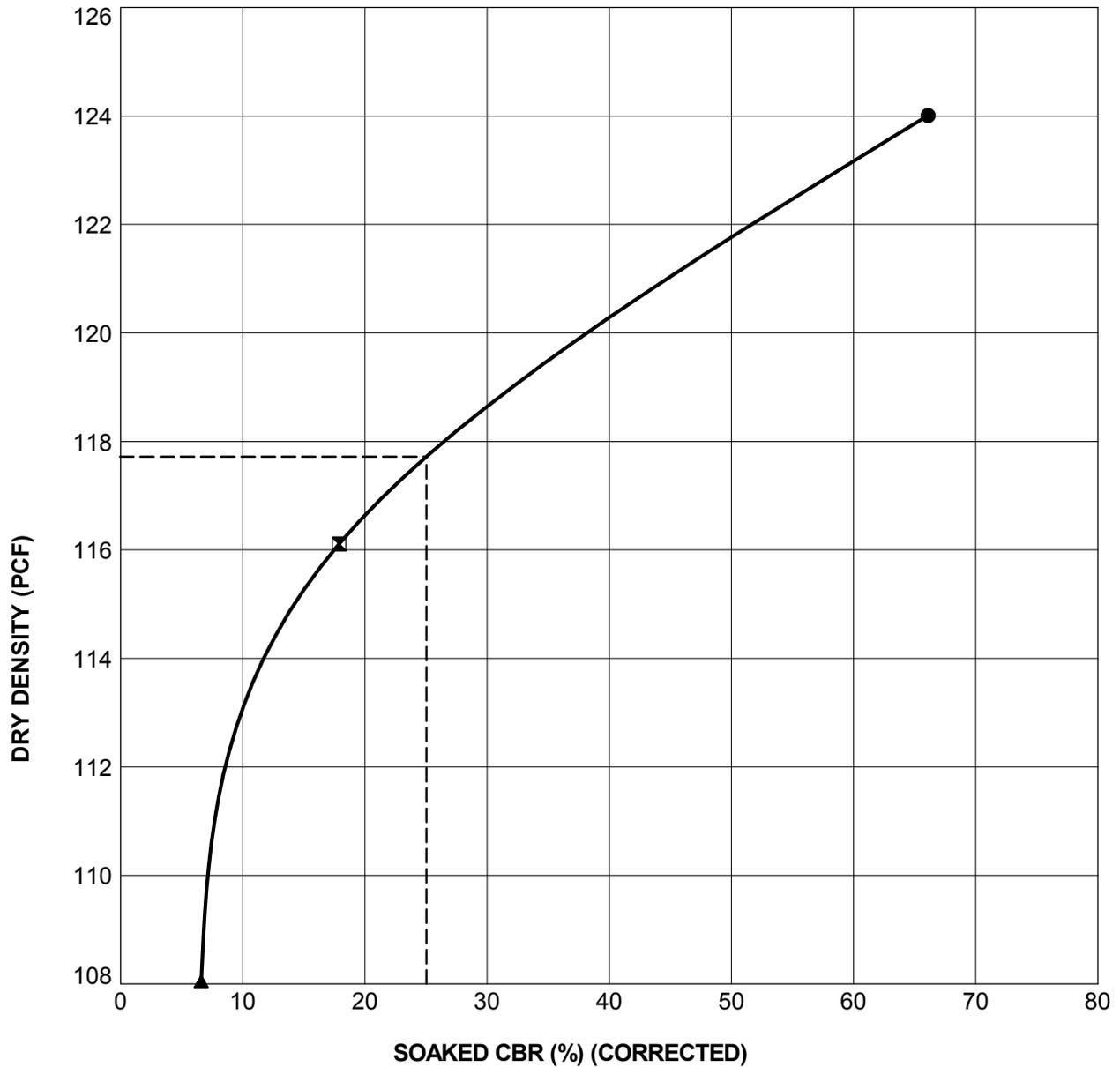
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### DRY DENSITY VS SOAKED CBR

Project: Alley Reconstruction at 31st and R Streets, NW

Location: Washington, DC

Project Number: 13-00017



Remark: Soaked CBR values based on % of Modified Proctor (ASTM D1557 Method A)

Sample Ident: B-03 (Bag) Tested By: DA Date: 7/25/2013

Material Description: Light brown, clayey SAND with gravel (SC)

Dry Density @ 95% 124.3 pcf CBR @ 95% Density \_\_\_\_\_ LL 26 PL 17 PI 9

	% Compaction	Dry Density (pcf)	CBR		% Swell
			0.1 in	0.2 in	
●	94.8	124.0	66.1	59.3	-0.1
▣	88.8	116.1	17.9	16.9	-0.1
▲	82.6	108.0	6.6	6.4	0.0

TEST METHOD: ASTM D1883



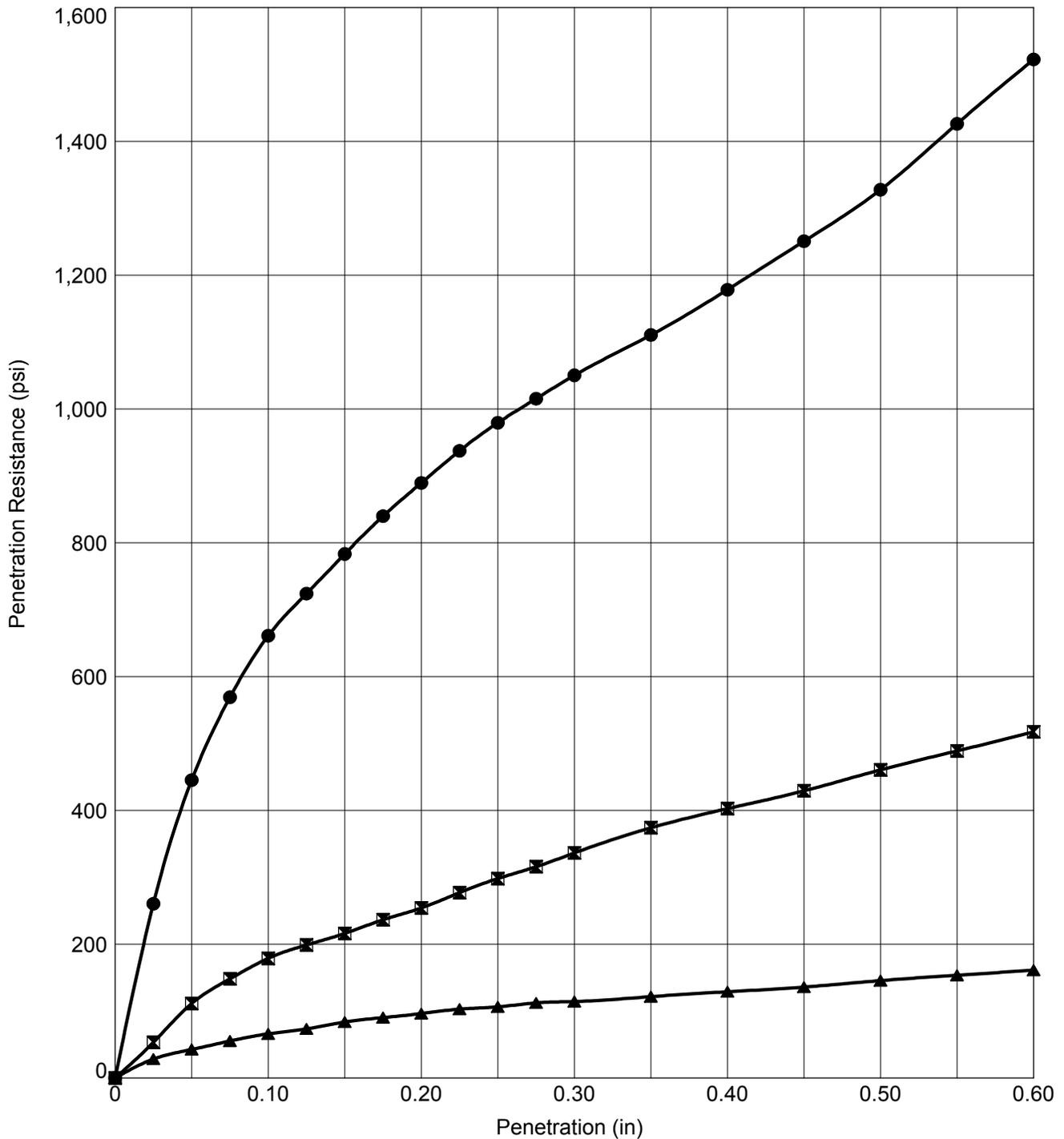
THOMAS L. BROWN ASSOCIATES, P.C.  
A Division of Soil and Land Use Technology, Inc.

### DRY DENSITY VS SOAKED CBR

Project: Alley Reconstruction at 31st and R Streets, NW

Location: Washington, DC

Project Number: 13-00017



Sample Ident: B-03 (Bag) Tested By: DA Date: 7/25/2013

Material Description: Light brown, clayey SAND with gravel (SC)

	Molded			Soaked			CBR		Pen. Surcharge (lbs)	% Swell
	Density (pcf)	% Max Density	% Moisture	Density (pcf)	% Max Density	% Moisture	0.1 in	0.2 in		
●	124.01	94.80	7.7	123.61	94.51	11.2	66.1	59.3	10.0	-0.1
◻	116.11	88.76	7.7	115.03	87.95	15	17.9	16.9	10.0	-0.1
▲	108.05	82.57	7.7	108.54	82.98	16.2	6.6	6.4	10.0	0.0

TEST METHOD: ASTM D1883



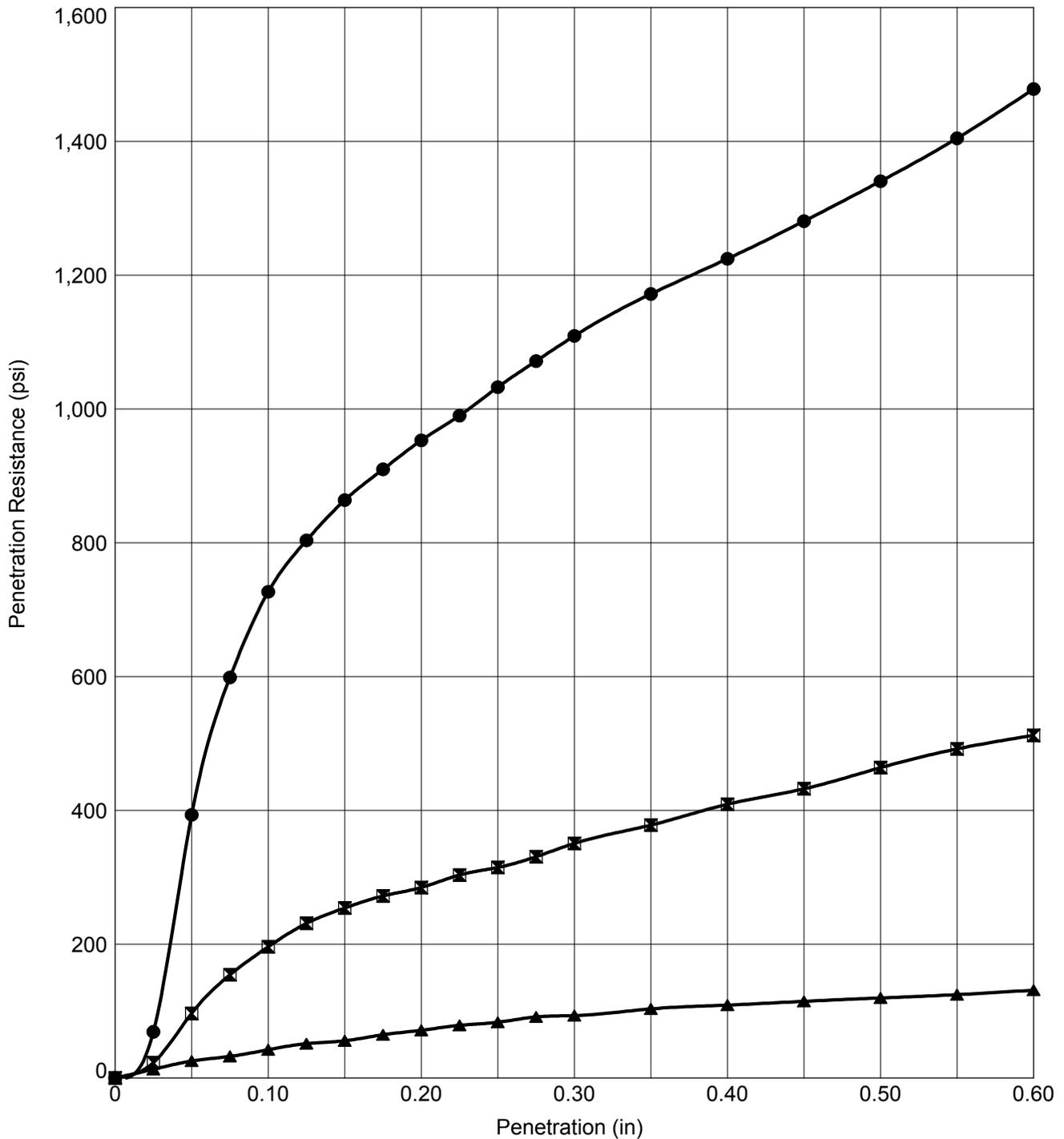
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A Division of Soil and Land Use Technology, Inc.

### PENETRATION VS STRESS

Project: Alley Reconstruction at 31st and R Streets, NW

Location: Washington, DC

Project Number: 13-00017



Sample Ident: B-02 (Bag) Tested By: DA Date: 7/25/2013

Material Description: Brown, sandy lean CLAY with gravel (CL)

	Molded			Soaked			CBR		Pen. Surcharge (lbs)	% Swell
	Density (pcf)	% Max Density	% Moisture	Density (pcf)	% Max Density	% Moisture	0.1 in	0.2 in		
●	125.71	97.22	8.9	125.03	96.70	11.8	72.7	63.5	10.0	-0.4
◻	118.65	91.80	8.9	116.90	90.41	15.5	19.6	19.0	10.0	0.0
▲	108.90	84.22	8.9	108.81	84.16	17.5	4.2	4.8	10.0	0.3

TEST METHOD: ASTM D1883



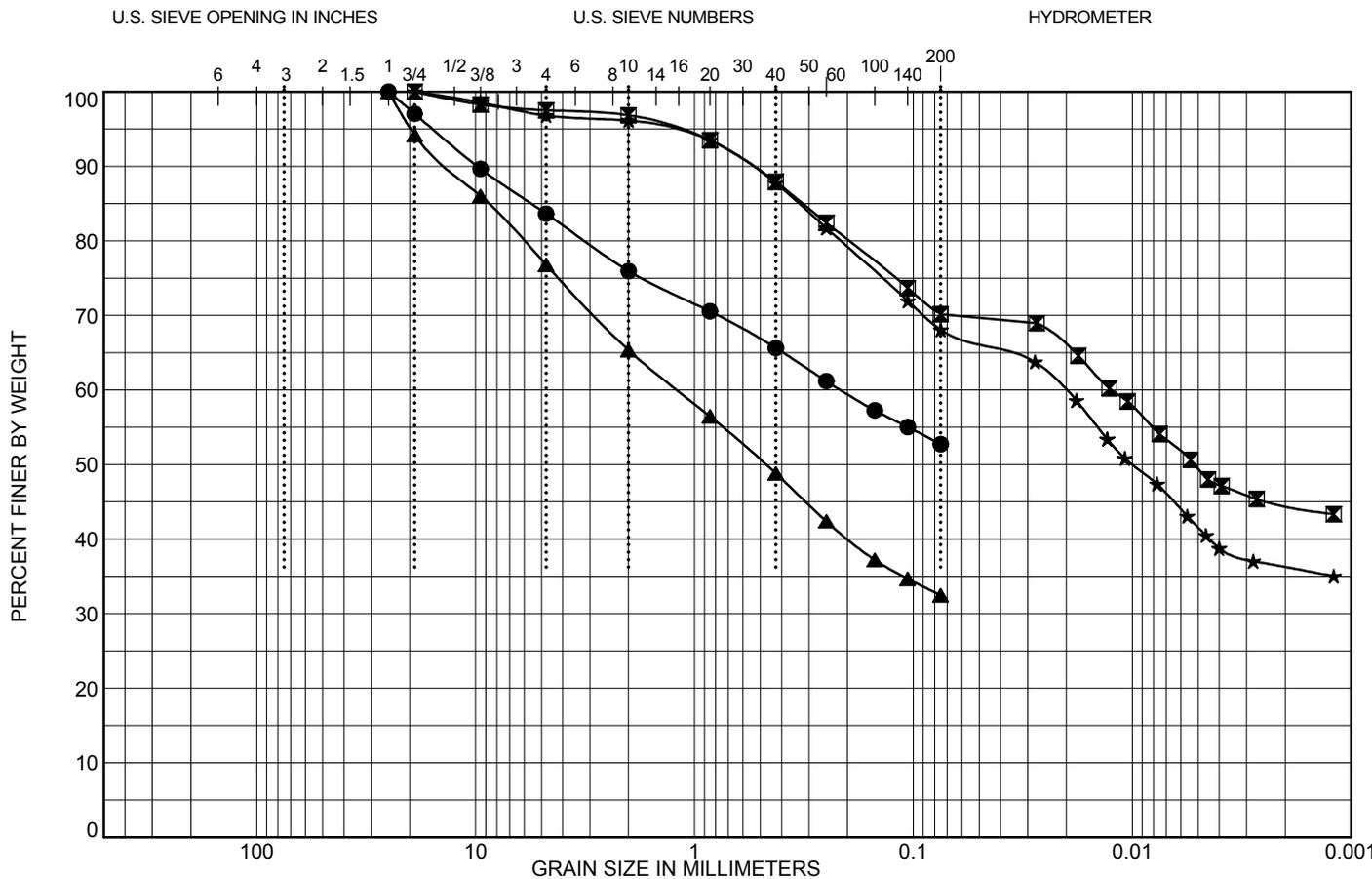
THOMAS L. BROWN ASSOCIATES, P.C.  
A Division of Soil and Land Use Technology, Inc.

### PENETRATION VS STRESS

Project: Alley Reconstruction at 31st and R Streets, NW

Location: Washington, DC

Project Number: 13-00017



	D10	D30	D60	D100
●			0.214	25
⊠			0.012	19
▲			1.196	25
★			0.02	19

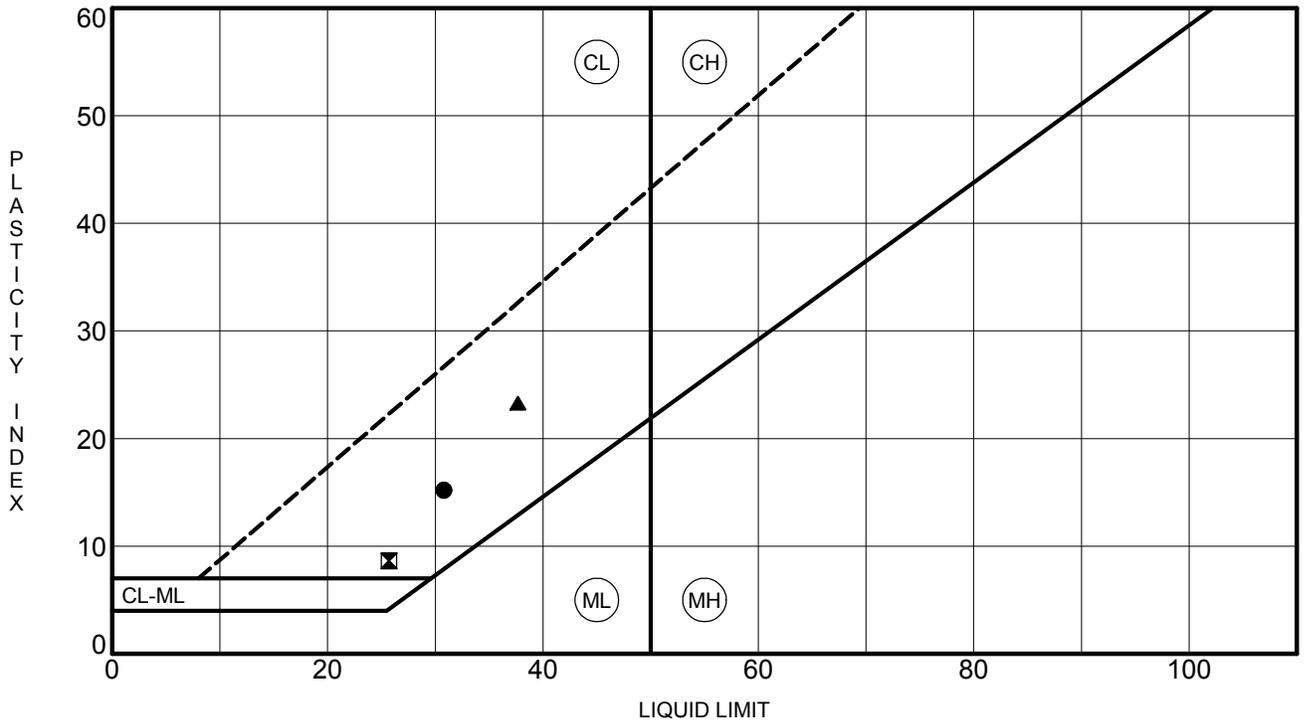
Test Method: ASTM D422

COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Tested By: MJ Date: 7/25/2013

	Boring	S No.	Depth	%Gravel	%Sand	%Silt	%Clay	LL	PI	MC(%)	Classification
●	B-02	Bag	0.0-5.0	16.4	30.9	52.7	31	15	11.3		Brown, sandy lean <b>CLAY</b> with gravel ( <b>CL</b> )
⊠	B-02	3	6.0-7.5	2.5	27.3	20.7	49.5			19.1	Dark brown, sandy <b>CLAY</b> ( <b>CL</b> )
▲	B-03	Bag	0.0-5.0	23.2	44.3	32.4	26	9	6.9		Light brown, clayey <b>SAND</b> with gravel ( <b>SC</b> )
★	B-03	3	6.0-7.5	3.2	28.7	26.5	41.6	38	24	15.4	Light brown, sandy lean <b>CLAY</b> ( <b>CL</b> )

TLB GRAIN SIZE LANDSCAPE LOGS.GPJ TLB2009.GDT 7/28/13



Boring	Depth	LL	PL	PI	Fines	Classification
● B-02	0.0-5.0	31	16	15	53	Brown, sandy lean <b>CLAY</b> with gravel ( <b>CL</b> )
⊠ B-03	0.0-5.0	26	17	9	32	Light brown, clayey <b>SAND</b> with gravel ( <b>SC</b> )
▲ B-03	6.0-7.5	38	14	24	68	Light brown, sandy lean <b>CLAY</b> ( <b>CL</b> )

Test Method: ASTM D4318

Tested By: MJ Date: 7/24/2013



THOMAS L. BROWN ASSOCIATES, P.C.  
A Division of Soil and Land Use Technology, Inc.

**ATTERBERG LIMITS' RESULTS**

Project: Alley Reconstruction at 31st and R Streets, NW  
 Location: Washington, DC  
 Project Number: 13-00017