



**SECTION B - SUPPLIES OR SERVICE AND PRICE**

**B.1** The District of Columbia Office of Contracting and Procurement, on behalf of District Department of Transportation (the “District”) is seeking a contractor to provide asset management services in order to maintain and preserve specific lighting assets within the District of Columbia.

**B.2** The District contemplates award of a firm fixed contract for a period of One Hundred Twenty (120) Days and Four Sixty (60) Day Option Periods. The contract shall include performance measures.

**B.3** 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.

**B.4 PRICE SCHEDULE**

**B.4.1 PAY ITEM SCHEDULE CONTRACT LINE ITEMS (CLINs) 0001 through 0016, Firm Fixed Price – One (1) Year Term of Contract**

Note: Maintenance Categories and Maintenance Elements correspond to those contained in Appendix B: Performance Measures. The Maintenance Elements under the Management Maintenance Category have not been broken down by element, but are all included in the Management category line item. The Contractor’s prices in this schedule include prices for managing all of the assets covered by this contract and prices for all contractual requirements.

**B.4.1. Base Period – One Hundred Twenty(120) Days.**

CLINS	Maintenance Category	Maintenance Element	Total Price
0001 (see Sections C.6.13)	Alley/Street/Highway/Miscellaneous Lighting	Rehabilitation and Maintenance (not including National Highway System)	
0002 (see Section C.6.14)	Alley/Street/Highway/Miscellaneous Lighting	Knock-Down and Missing Pole Replacement	
0003 (see Sections C.6.15, and C.6.17)	Bridge Lighting	Bridge Light Rehabilitation and Maintenance	
0004 (see Sections C.6.15 and C.6.17)	Bridge Lighting	Navigation Light Rehabilitation and Maintenance	
0005 (see Section C.6.16)	Tunnel/Underpass Lighting	Rehabilitation and Maintenance - Underpasses	
0006 (see Section C.6.17)	Overhead Guide Sign Lighting	Rehabilitation and Maintenance	

CLINS	Maintenance Category	Maintenance Element	Total Price
0007 (see Section C.6.18)	Welcome to Washington Signs	Rehabilitation and Maintenance	
0008 (see Section C.6.19)	S. Capitol "Douglass" Bridge Electrical Control Systems	Maintenance and Operation	
0009 (see Section C.6.20)	Management	All	
0010 (see Sections C.6.15 and C.6.16)	Bridge Lighting	Underdeck Light Maintenance	
0011 (see Sections C.6.15 and C.6.17)	Bridge Lighting	Bridge Light Rehabilitation and Maintenance - National Highway System	
0012 (see Sections C.6.15 and C.6.17)	Bridge Lighting	Navigation Light Rehabilitation and Maintenance National Highway System	
0013 (see Section C.6.17)	Bridge Lighting	Pedestrian Bridge Light Rehabilitation and Maintenance	
0014 (see Section C.6.13)	Alley/Street/Highway/Miscellaneous Lighting	Rehabilitation and Maintenance National Highway System	
0015 (see Section C.6.14)	Alley/Street/Highway/Miscellaneous Lighting	Knock-Down and Missing Pole Replacement National Highway System	
0016 (see Section C.6.17)	Overhead Guide Sign Lighting	Rehabilitation and Maintenance National Highway System only	
<b>TOTAL FIRM-FIXED PRICE</b>			
<b>BASE PERIOD - ONE HUNDRED TWENTY (120) DAYS</b>			

B.4.2. Option Period One– Sixty (60) Days (CLINS 1001 through 1016).

CLINS	Maintenance Category	Maintenance Element	Total Price
1001 (see Sections C.6.13)	Alley/Street/Highway/Miscellaneous Lighting	Rehabilitation and Maintenance (not including National Highway System)	
1002 (see Section C.6.14)	Alley/Street/Highway/Miscellaneous Lighting	Knock-Down and Missing Pole Replacement	
1003 (see Sections C.6.15, and C.6.17)	Bridge Lighting	Bridge Light Rehabilitation and Maintenance	
1004 (see Sections C.6.15 and C.6.17)	Bridge Lighting	Navigation Light Rehabilitation and Maintenance	
1005 (see Section C.6.16)	Tunnel/Underpass Lighting	Rehabilitation and Maintenance - Underpasses	
1006 (see Section C.6.17)	Overhead Guide Sign Lighting	Rehabilitation and Maintenance	

CLINS	Maintenance Category	Maintenance Element	Total Price
1007 (see Section C.6.18)	Welcome to Washington Signs	Rehabilitation and Maintenance	
1008 (see Section C.6.19)	S. Capitol "Douglass" Bridge Electrical Control Systems	Maintenance and Operation	
1009 (see Section C.6.20)	Management	All	
1010 (see Sections C.6.15 and C.6.16)	Bridge Lighting	Underdeck Light Maintenance	
1011 (see Sections C.6.15 and C.6.17)	Bridge Lighting	Bridge Light Rehabilitation and Maintenance - National Highway System	
1012 (see Sections C.6.15 and C.6.17)	Bridge Lighting	Navigation Light Rehabilitation and Maintenance National Highway System	
1013 (see Section C.6.17)	Bridge Lighting	Pedestrian Bridge Light Rehabilitation and Maintenance	
1014 (see Section C.6.13)	Alley/Street/Highway/Miscellaneous Lighting	Rehabilitation and Maintenance National Highway System	
1015 (see Section C.6.14)	Alley/Street/Highway/Miscellaneous Lighting	Knock-Down and Missing Pole Replacement National Highway System	
1016 (see Section C.6.17)	Overhead Guide Sign Lighting	Rehabilitation and Maintenance National Highway System only	
<b>TOTAL FIRM-FIXED PRICE OPTION PERIOD ONE - SIXTY (60) DAYS</b>			

B.4.3. Option Period Two– Sixty (60) Days (CLINS 2001 through 2016).

CLINS	Maintenance Category	Maintenance Element	Total Price
2001 (see Sections C.6.13)	Alley/Street/Highway/Miscellaneous Lighting	Rehabilitation and Maintenance (not including National Highway System)	
2002 (see Section C.6.14)	Alley/Street/Highway/Miscellaneous Lighting	Knock-Down and Missing Pole Replacement	
2003 (see Sections C.6.15, and C.6.17)	Bridge Lighting	Bridge Light Rehabilitation and Maintenance	
2004 (see Sections C.6.15 and C.6.17)	Bridge Lighting	Navigation Light Rehabilitation and Maintenance	
2005 (see Section C.6.16)	Tunnel/Underpass Lighting	Rehabilitation and Maintenance - Underpasses	
2006 (see Section C.6.17)	Overhead Guide Sign Lighting	Rehabilitation and Maintenance	

CLINS	Maintenance Category	Maintenance Element	Total Price
2007 (see Section C.6.18)	Welcome to Washington Signs	Rehabilitation and Maintenance	
2008 (see Section C.6.19)	S. Capitol "Douglass" Bridge Electrical Control Systems	Maintenance and Operation	
2009 (see Section C.6.20)	Management	All	
2010 (see Sections C.6.15 and C.6.16)	Bridge Lighting	Underdeck Light Maintenance	
2011 (see Sections C.6.15 and C.6.17)	Bridge Lighting	Bridge Light Rehabilitation and Maintenance - National Highway System	
2012 (see Sections C.6.15 and C.6.17)	Bridge Lighting	Navigation Light Rehabilitation and Maintenance National Highway System	
2013 (see Section C.6.17)	Bridge Lighting	Pedestrian Bridge Light Rehabilitation and Maintenance	
2014 (see Section C.6.13)	Alley/Street/Highway/Miscellaneous Lighting	Rehabilitation and Maintenance National Highway System	
2015 (see Section C.6.14)	Alley/Street/Highway/Miscellaneous Lighting	Knock-Down and Missing Pole Replacement National Highway System	
2016 (see Section C.6.17)	Overhead Guide Sign Lighting	Rehabilitation and Maintenance National Highway System only	
<b>TOTAL FIRM-FIXED PRICE OPTION PERIOD TWO- SIXTY (60) DAYS</b>			

B.4.3. Option Period Three– Sixty (60) Days (CLINS 3001 through 3016).

CLINS	Maintenance Category	Maintenance Element	Total Price
3001 (see Sections C.6.13)	Alley/Street/Highway/Miscellaneous Lighting	Rehabilitation and Maintenance (not including National Highway System)	
3002 (see Section C.6.14)	Alley/Street/Highway/Miscellaneous Lighting	Knock-Down and Missing Pole Replacement	
3003 (see Sections C.6.15, and C.6.17)	Bridge Lighting	Bridge Light Rehabilitation and Maintenance	
3004 (see Sections C.6.15 and C.6.17)	Bridge Lighting	Navigation Light Rehabilitation and Maintenance	
3005 (see Section C.6.16)	Tunnel/Underpass Lighting	Rehabilitation and Maintenance - Underpasses	
3006 (see Section C.6.17)	Overhead Guide Sign Lighting	Rehabilitation and Maintenance	

CLINS	Maintenance Category	Maintenance Element	Total Price
3007 (see Section C.6.18)	Welcome to Washington Signs	Rehabilitation and Maintenance	
3008 (see Section C.6.19)	S. Capitol "Douglass" Bridge Electrical Control Systems	Maintenance and Operation	
3009 (see Section C.6.20)	Management	All	
3010 (see Sections C.6.15 and C.6.16)	Bridge Lighting	Underdeck Light Maintenance	
3011 (see Sections C.6.15 and C.6.17)	Bridge Lighting	Bridge Light Rehabilitation and Maintenance - National Highway System	
3012 (see Sections C.6.15 and C.6.17)	Bridge Lighting	Navigation Light Rehabilitation and Maintenance National Highway System	
3013 (see Section C.6.17)	Bridge Lighting	Pedestrian Bridge Light Rehabilitation and Maintenance	
3014 (see Section C.6.13)	Alley/Street/Highway/Miscellaneous Lighting	Rehabilitation and Maintenance National Highway System	
3015 (see Section C.6.14)	Alley/Street/Highway/Miscellaneous Lighting	Knock-Down and Missing Pole Replacement National Highway System	
3016 (see Section C.6.17)	Overhead Guide Sign Lighting	Rehabilitation and Maintenance National Highway System only	
<b>TOTAL FIRM-FIXED PRICE OPTION PERIOD THREE - SIXTY (60) DAYS</b>			

B.4.4. Option Period Four– Sixty (60) Days (CLINS 4001 through 4016).

CLINS	Maintenance Category	Maintenance Element	Total Price
4001 (see Sections C.6.13)	Alley/Street/Highway/Miscellaneous Lighting	Rehabilitation and Maintenance (not including National Highway System)	
4002 (see Section C.6.14)	Alley/Street/Highway/Miscellaneous Lighting	Knock-Down and Missing Pole Replacement	
4003 (see Sections C.6.15, and C.6.17)	Bridge Lighting	Bridge Light Rehabilitation and Maintenance	
4004 (see Sections C.6.15 and C.6.17)	Bridge Lighting	Navigation Light Rehabilitation and Maintenance	
4005 (see Section C.6.16)	Tunnel/Underpass Lighting	Rehabilitation and Maintenance - Underpasses	
4006 (see Section C.6.17)	Overhead Guide Sign Lighting	Rehabilitation and Maintenance	

CLINS	Maintenance Category	Maintenance Element	Total Price
4007 (see Section C.6.18)	Welcome to Washington Signs	Rehabilitation and Maintenance	
4008 (see Section C.6.19)	S. Capitol "Douglass" Bridge Electrical Control Systems	Maintenance and Operation	
4009 (see Section C.6.20)	Management	All	
4010 (see Sections C.6.15 and C.6.16)	Bridge Lighting	Underdeck Light Maintenance	
4011 (see Sections C.6.15 and C.6.17)	Bridge Lighting	Bridge Light Rehabilitation and Maintenance - National Highway System	
4012 (see Sections C.6.15 and C.6.17)	Bridge Lighting	Navigation Light Rehabilitation and Maintenance National Highway System	
4013 (see Section C.6.17)	Bridge Lighting	Pedestrian Bridge Light Rehabilitation and Maintenance	
4014 (see Section C.6.13)	Alley/Street/Highway/Miscellaneous Lighting	Rehabilitation and Maintenance National Highway System	
4015 (see Section C.6.14)	Alley/Street/Highway/Miscellaneous Lighting	Knock-Down and Missing Pole Replacement National Highway System	
4016 (see Section C.6.17)	Overhead Guide Sign Lighting	Rehabilitation and Maintenance National Highway System only	
<b>TOTAL FIRM-FIXED PRICE OPTION PERIOD FOUR - SIXTY (60) DAYS</b>			

## **SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **C.1 SCOPE:**

The District of Columbia Office of Contracting and Procurement, on behalf of District Department of Transportation (the "District") is seeking a contractor to provide asset management services in order to maintain and preserve specific lighting assets within the District of Columbia.

C.1.1 The Contractor's personnel will work with the District and will be held accountable to the same standards of behavior (as a minimum), confidentiality, and workmanship as District personnel. All work performed by Contractor's personnel must be in accordance with District and other applicable rules, guidelines, and standards.

C.1.2 There will be a number of techniques for monitoring Contractor performance. The Contractor must keep a daily log of activities underway and completed, which will be reviewed by a DDOT/TOA CA assigned to oversee the contract. During this contract, the CA will conduct a field review of the assets under the contract, noting their condition and state of repair. Section E.7 of this contract describes these evaluations. Response times for time critical performance standards will be evaluated using the District's on-line database tracking tools.

### **C.2 Applicable Documents**

The Contractor shall use the documents in the following table to guide its work on this contract. The Contractor shall use the latest version of each of the documents in conducting the work. The Contractor shall be responsible for ensuring that it has and is using the latest version of these documents at the time that the affected work is being conducted. These documents are incorporated by reference and will be made a part of the contract.

<b>Number</b>	<b>Title</b>	<b>Date</b>
1	District of Columbia Department of Transportation Standard Specifications for Highways and Structures (Gold Book) <sup>1</sup>	Latest Edition (Appendix G)
2	District of Columbia Streetlight Policy and Design Guidelines	Latest Edition (Appendix G)
3	OSHA	Latest Edition ( <a href="http://www.osha.gov/">http://www.osha.gov/</a> )
4	National Electrical Code	Latest Edition (DC Website ( <a href="http://www.dcrd.dc.gov/DCRA/Permits/Construction+Codes">http://www.dcrd.dc.gov/DCRA/Permits/Construction+Codes</a> )
5	DC Electrical Code (DCMR 12 C)	Latest Edition

<sup>1</sup> The Standard Specifications for Highways and Structures, 2009 Section 103.02 contains the outdated CBE clauses. "CBE preferences" do not apply to this procurement.

Number	Title	Date
		<a href="http://os.dc.gov/os/cwp/view,a,1207,q,639999.asp">http://os.dc.gov/os/cwp/view,a,1207,q,639999.asp</a> Purchase at Office of Documents and Administrative Issuances 441 4th Street, N.W., Suite 512 South Washington, D.C. 20001
6	Manual on Uniform Traffic Control Devices (MUTCD)	Latest Edition (FHWA website <a href="http://mutcd.fhwa.dot.gov/pdfs/2009/pdf_index.htm">http://mutcd.fhwa.dot.gov/pdfs/2009/pdf_index.htm</a> )
7	Work Area Traffic Control Manual (Work Zone Safety)	Latest Edition (Included in MUTCD)
8	213 Excavations and Restorations (Utility Lines)	Latest Edition (Blue Book)

### C.3 Definitions

C.3.1 The Contractor shall refer to section 101.03 of the Standard Specifications for Highways and Structures for definitions of common terms.

C.3.2 As used in this contract, the terms "Mayor," "Agency Chief Contracting Officer", "Contract Appeals Board," and "District" or "City" shall mean the Mayor of the District of Columbia, the Agency Chief Contracting Officer of the District of Columbia (or his or her designated alternate), the Contract Appeals Board of the District of Columbia and the Government of the District of Columbia, respectively. The term "DDOT/TOA" shall mean the District of Columbia Department of Transportation/Transportation Operations Administration. The terms "Contractor," "Offeror," or "supplier" shall all mean the contract awardee; provided that, if the Contractor is an individual, the term "Contractor" shall mean "the Contractor, his or heirs, executor, and administrator," and if the Contractor is a corporation, the term "Contractor" shall mean "the Contractor and its successor".

C.3.3 In addition, the following terms shall have the following meanings:

**A. 10 Consecutive Lights.** The term shall mean the first 10 lights encountered (both sides of the road) from a randomly selected starting point and moving in a randomly selected direction. Twin lights (2 lights on one pole) will count as two separate lights.

**B. 10 Consecutive Poles.** The term shall mean the first 10 light poles encountered (both sides of the road) from a randomly selected starting point and moving in a randomly selected direction.

**C. Access Holes.** Pole, T-base or wall openings for electrical wire pulling and splicing.

- D. *Assets.*** The term shall mean those elements of the lighting facilities covered by the contract resulting from this solicitation. Assets shall include all DC-maintained lighting assets within the right-of-way unless specifically excluded from the contract. Assets maintained by non-DC agencies are not considered part of the project excepting those assets damaged while maintaining the DC-maintained assets.
- E. *Asset Management Services.*** The term shall mean the services to be performed by the Contractor as described in this CONTRACT, including all work, labor, materials, services, and equipment necessary to meet the requirements of the outcome and performance standards, regardless of whether such work is generally considered to constitute ordinary, preventive, or replacement maintenance.
- G. *Broken or Missing Globe.*** A transparent light covering that in whole or in part is cracked, not present, or otherwise not intact.
- H. *Claim.*** The term shall mean any and all claims, disputes, disagreements, causes of action, demands, or suits arising from the contract.
- I. *Combination Pole.*** A pole that has both traffic signal and lighting equipment.
- J. *Day.*** Days are calendar days, not work days.
- K. *Day-Burner.*** A light that is on during the daytime.
- L. *Dim Light Due to Ballast.*** A light that is on, but that is not producing its manufacturer-defined output.
- M. *Elephant Ears.*** Decorative covers that cover the bolts that hold the pole to the base.
- N. *Knock-Down.*** An on-record pole, arm, fixture or overhead wire that is on the ground, in danger of falling, or leaning enough to pose a danger to public safety.
- O. *Laws, Regulations, and Ordinances.*** The term shall mean all applicable laws, codes, rules, ordinances, restrictions, and regulations of the federal, regional, District or any government agency and judicial or administrative orders which affect the design, construction, operation, or maintenance of the transportation facilities including without limitation those relating to fire, safety, land use, employee health, labor, environmental protection, seismic design, conservation, traffic control, parking, handicapped parking, zoning and building, as they may be amended or supplemented from time to time.
- P. *Leaning Pole.*** A pole that is not visibly vertical.

- Q. *Level of Service.*** One of the 5 conditions or performance levels specified (in Appendix B) for each performance measure.
- R. *Made Safe.*** This term applies to emergency response to time-critical issues such as pole knockdowns. It describes a state where the public has been barricaded away from the remains of the pole, arm, fixture and foundation, or the pole, arm and fixture have been completely removed from the scene. The travel lanes are open, and the power cable has been insulated or otherwise de-energized for public safety.
- S. *Missing Pole.*** DDOT records show the existence of a pole that is in service at the location, but the pole is not currently present in the field.
- T. *No-Current or No-Current Light Outage.*** There is no electrical current at the pole base.
- U. *Non-Functioning Light.*** A light that is off, is switching back and forth between on and off, is dim, or has its globe or fixture broken, missing or leaning.
- V. *Noted Deficiency.*** An instance where project personnel, DC Government personnel, or DC residents observe and report an asset or group of assets, the condition of which does not meet the performance standards. The time of a noted deficiency is the time of initial reporting to the Contractor, not the time of investigation.
- W. *Performance Measure.*** A set of five outcome-based defined levels of service that project personnel (both DDOT/TOA and Contractor) use to measure the success of the performance-based contract. The 4<sup>th</sup> or “Good” level of service is the performance standard.
- X. *Performance Standard.*** The performance standard is the minimum acceptable condition or response time for each asset /set of assets / time critical item covered by the performance measure. The performance standard is the “4” or “Good” Level of Service (see Appendix B) for each Performance Measure.
- Y. *T-Base.*** Metal structure that attaches the pole to the foundation and houses wires and transformer.
- Z. *Time Critical.*** A time critical issue is one that requires a response within a contractually specified time. Appendix B includes the time-critical performance measures, and specifies the response times. For example, performance measure #2 is a time critical performance measure. A time critical performance standard is the minimum acceptable response time (defined as the “4” or “Good” Level of Service -see Appendix B) for a time critical issue covered by a time critical performance measure.

- AA. *MMS*. Maintenance Management System – Internet-based computerized information system for logging in citizen streetlight repair requests. MMS is maintained and monitored by the CA Street Lighting Branch.

## C.4 BACKGROUND

C.4.1.1 The Contractor shall also perform, but not be limited to the following activities:

1. Proactive identification of lighting assets requiring maintenance;
2. Investigation and problem identification for light outages and customer complaints;
3. Installation, removal and relocation of wood, metal and fiberglass streetlight poles;
4. Installation, repair, removal and relocation of streetlight pole foundations;
5. Installation, removal and relocation of cables and streetlight equipment, including the transfer of equipment located on wood poles owned by other utility companies;
6. Pick up and make safe District owned streetlight poles, conductors and lighting equipment when directed by the CA;
7. Cleaning of existing District-owned manholes;
8. Rodding and cleaning of ducts as directed by the CA;
9. Installation, relocation, abandonment, repair and removal if necessary of low-voltage cables (120/240 volt), both in conduit, direct buried and overhead (The CA will provide to the Contractor a list of series circuits [high voltage].);
10. Installation, relocation and removal of streetlight fixtures, luminaires and conversion kits;
11. Respond to, remove and make safe knocked down streetlight poles;
12. Temporary and permanent repair of cuts to sidewalks and roadways, and restoration of tree space damaged by work under this contract;
13. Tree trimming for streetlight illumination power line clearance;
14. Coordinate the removal and installation of streetlights with the CA-202-671-2305;
15. Install new feeder cables into PEPCO's facilities under PEPCO's supervision and inspection;
16. Repair of "day-burner" lights;
17. Replace manhole frame and cover if damaged;
18. Frame and cover of manhole raised or lowered as needed with associated pavement patching around the raised/lowered manhole;
19. Repair/replacement of luminaire and ballast; and
20. Replace "elephant ears" (cover the bolt that attaches the pole to the base).

## C.5 REQUIREMENTS

C.5.1 Through this contract, the Contractor shall assume the responsibility for managing lighting assets along all of DDOT's alleys, streets (including streetlights on traffic signal combination poles), highways, pedestrian/bike bridges and trails, hi-mast, underpasses, tunnels, bridges (including underdeck and navigation lights), overhead guide signs, and special lights, such as radio tower lights, Welcome to Washington signs and China Town Lights, and other assets including manholes and handholes.. The South Capitol Bridge electrical system management is in the scope. All electrical components such as panels and junction boxes that contain

equipment/materials covered by the contract are under the Contractors responsibility. The activities required under this contract include:

- A. Regularly monitoring and recording the condition of all lighting assets within the covered system and informing the District of that condition;
- B. Repairing, rehabilitating, and maintaining the lighting assets, as defined in this contract, within the covered system;
- C. Ensuring that the District is notified immediately of all reconstruction needs for which the Contractor is not responsible under this contract; and
- D. Regularly monitoring the condition of, exercising, repairing and maintaining the electrical control systems for the Douglass Bridge.

C.5.2 The Contractor must supply all of the labor, materials, and equipment necessary to perform all tasks and meet the performance standard "Good" or level "4" as set forth in Appendix B. The performance standards are the acceptable level of service for each of the performance measures provided in Appendix B, and are defined as "Good" or "4" level for each performance measure. Labor, materials and equipment supplied must meet the standards of the Titles listed under Section C.2 -Applicable Documents.

C.5.3 It is the intent of the District to have all of the covered assets (and sets of assets where a performance measure relates to a group of assets) on all of the alley, street, highway, underpass and bridge and sign segments meeting or exceeding the performance standards, Appendix B. Therefore, the Contractor shall maintain the assets covered under this contract at or above the performance standards specified in Appendix B. Failure to do so can result in liquidated damages, (see Section I.12.) holding of retainage (see Section G.6), withholding of the final invoice payment (see Section G.5), or termination of part or all of the contract through default (see Attachment J.1.1).

C.5.4 Although the District has attempted to quantify the lighting assets covered by the contract, it is the Contractor's responsibility to conduct its own assessment of the assets within the described scope of work, and independently evaluate the condition of those assets, and verify actual quantities. With the exception of noted exclusions, the contract will include all assets falling under the maintenance categories that this contract defines and within the project limits that this contract defines, whether or not they are specifically or properly enumerated in this contract. Moreover, because the lighting system is dynamic, the condition of assets will change over time. The Contractor shall note that any asset condition descriptions that this contract provides may not reflect the actual condition of the asset at the time this contract is published or at the time the contract is awarded.

C.5.5 The CA will monitor the Contractor's work to ensure compliance with the contract and to ensure that all work conforms to performance standards contained in the contract (see Appendix B). Subject to CA oversight, the Contractor is free to choose the most effective and efficient techniques for meeting those performance standards. Materials must meet DDOT/TOA standards.

- C.5.6 The Contractor must exhibit a “safety first” approach to performance of this contract, placing the highest priority on tasks that have a potentially imminent and deleterious effect on public safety. Section C.8 describes the Emergency Response requirements, and DDOT/TOA will monitor Contractor response using the daily, monthly, Sections E.6, 7 and 8 and the time-critical performance standards (see Time Critical definition in Section C.3.3).
- C.5.7 The latest released version of each specification listed in section C.2 shall apply. The Contractor is responsible for determining and obtaining the correct version of any documents specified herein, or referenced in the documents listed that is not furnished in accordance with Section J as an attachment or appendix to this contract.
- C.5.8 The Contractor also shall ensure coordination with other right-of-way owners, utilities, and others that may be affected by the Contractor’s work, including railroad companies, PEPCO, and the Washington Metropolitan Area Transit Authority (WMATA). The Contractor shall enter into agreements directly with these organizations for entry of the Contractor’s personnel upon these rights-of-way and take any special measures that may be necessary to ensure public safety. In the event that the Contractor enters into such agreements, the Contractor agrees that it is not entering into these agreements as an agent of the District.
- C.5.9 The Contractor shall be observant of what is happening in and around the District of Columbia’s roads and right-of-ways, and report repair or action needs outside of the scope of the contract to the CA so that the CA can make arrangements to address the situation.

## **C.6 Specific Requirements:**

- C.6.1 The Contractor shall note that this is a performance-based asset management contract and not just a maintenance and repair contract. As such, the Contractor must monitor the condition of the lighting assets within the covered roadway system, provide the District with information regarding that condition and, where required under this contract, perform maintenance, repair, replacement, and rehabilitation work, as appropriate. The Contractor shall also notify the CA when repairs on assets outside of this contract are required.
- C.6.2 DDOT/TOA will assess the assets covered under this scope of work to determine whether they meet the minimum performance standard “4” set forth in Appendix B. These performance standards are derived from field experiences and reflect the minimum acceptable maintenance condition for each performance measure.
- C.6.3 The Contractor shall perform all work under this contract so that it meets or exceeds the standards contained in the District of Columbia Department of Transportation Standard Specifications for Highways and Structures (latest edition) and the District’s Standard Design Manual, where applicable.

- C.6.4 The Contractor shall, where feasible, use HITEC (a service center of the Civil Engineering Research Foundation (CERF)) for assistance on products, materials, services, equipment, and other potential innovations.
- C.6.5 For any assets or asset groups that project personnel (Contractor or DDOT/TOA) identify as not meeting the performance standards and which do not have a specified time for repair in Appendix B, the Contractor shall repair them within 30 days of the noted deficiency during year one of the contract.
- C.6.6 Material specifications are provided in Appendix G.
- C.6.7 The contractor shall rehabilitate and maintain the lights on the National Highway System (NHS) under CLINS 0011, 0012, 0014, 0015 and 0016. The Contractor shall maintain the street and highway lights, bridge lights, navigation lights, and overhead guide sign lights on the NHS throughout the contract term and any extensions to the basic contract term. It must be noted that the NHS coverage area also includes all ramps at interchange areas, underpasses and/or frontage road areas, and traffic circles along the designated highway segments.
- C.6.8 Certain lights are currently repaired and maintained by the National Park Service, the Architect of the Capitol, and the DC Parks and Recreation Department. These lights are initially excluded from this contract; however, the District may choose to negotiate with the Contractor during the period of the contract for inclusion of these lights and lights of other organizations into this contract. DDOT/TOA is not requesting the Contractor to provide prices for these potential additions at this time. The streets covered by the National Park Service are described in documents a map showing the Architect of the Capitol Streets is included in Appendix R.
- C.6.9 Lighting installed in public space by private owners with the permission of the District is excluded.
- C.6.10 The CA may temporarily remove certain lighting assets from the Contractor's responsibility for a specified period of time under the contract. The CA will provide an official responsibility form to the Contractor. Responsibility may or may not be removed for issues such as construction projects, depending on the circumstances.
- C.6.11 The District will continue to pay the energy bill for the system.
- C.6.12 Repair of a broken wire for a combination pole that is in a shared conduit with the traffic signal wires will require the Contractor to either coordinate with DDOT's traffic signal maintenance contractor or propose and have approved the use of an alternate qualified contractor. In every instance where the Contractor finds such a situation they are required to install a new separate conduit so that the conduit is no longer shared between the two systems. It is estimated that no more than 150 poles share conduit.

### **C.6.12A Conversion of Incandescent and Mercury Vapor Light Fixtures**

If a fixture, which is no longer within District specifications, fails and requires replacement the Contractor shall replace it with a LED fixture, or if there is not an approved LED fixture within specification the Contractor shall replace it with a Metal Halide or High Pressure Sodium fixture generating the same lumen or slightly more lumen as approved by the CA.

Example #1: in non-white light areas, if a Mercury Vapor (MV) or Incandescent (INC) Fixture fails, it would be replaced with an approved LED fixture. If there is no LED specified, the Contractor shall use a High Pressure Sodium (HPS) Fixture.

Example #2: in white light areas, if an obsolete MV or INC Fixture fails, it would be replaced with an Approved LED fixture within specification. If there is no LED fixture approved then the Contractor shall use Metal Halide.

### **C.6.13 Alley, Street, Highway and Miscellaneous Lighting – Rehabilitation and Maintenance (CLINs 0001 and 0014, 1001 and 1014, 2001 and 2014, 3001 and 3014 , 4001 and 4014)**

#### **A. Existing Conditions**

There are approximately 70,000 alley, street and highway lights that the Contractor must maintain under this contract. Each light pole contains one or more luminaires and ballasts that also will require maintenance. Everything from the PEPCO power source out is included.

1. There are approximately 38,000 DC-Owned poles on the system.
2. Historical Work Level information is provided as Appendix E. It must be noted however, that with a proactive lighting problem identification program in which the Contractor identifies the problems instead of waiting for a complaint to come in, these levels will likely increase substantially. These values are provided as background information, and in no way limit the amount of work to be done under the contract.
3. Electrical maintenance for the China Town archway structure, the lights on the radio tower at 1338 G. St. SE, and other miscellaneous lights are included in this contract.

#### **B. Asset Management Standards and Guidelines**

Performance measures and standards are provided in Appendix B. The performance standard “Good” of “4” level represents the minimum acceptable standard for each asset/set of assets and time critical item in the contract.

1. The contractor shall be responsible for all lighting assets for streetlights necessary to provide lighting. This includes the foundation, pole, arm, luminaire, lamp, photoelectric control, wiring, feeder cable, conduit, pull boxes, manholes, grounding system and taps. To meet the performance standards set forth in Appendix B, the Contractor may perform any of several activities to meet the performance standards, including, but not limited to:
  - a) Proactive identification of lighting assets requiring maintenance;
  - b) investigation and problem identification for light outages and customer complaints;
  - c) installation, removal and relocation of wood, metal and fiberglass streetlight poles;
  - d) installation, repair, removal and relocation of streetlight pole foundations;
  - e) installation, removal and relocation of cables and streetlight equipment, including the transfer of equipment located on wood poles owned by other utility companies;
  - f) pick up and make safe District owned streetlight poles, conductors and lighting equipment when directed by the CA;
  - g) cleaning of existing District-owned manholes;
  - h) rodding and cleaning of ducts as directed by the CA;
  - i) installation, abandonment and repair of District owned conduits;
  - j) installation, relocation, abandonment, repair and removal if necessary of low-voltage cables (120/240 volt), both in conduit, direct buried and overhead. (The CA will provide to the Contractor a list of series circuits [high voltage].);
  - k) installation, relocation and removal of streetlight fixtures, luminaires and conversion kits;
  - l) respond to, remove and make safe knocked down streetlight poles;
  - m) temporary and permanent repair of cuts to sidewalks and roadways, and restoration of tree space damaged by work under this contract;
  - n) tree trimming for streetlight illumination power line clearance (See Tree Trimming Diagram in Appendix J.);
  - o) coordinate the removal and installation of streetlights with the CA;
  - p) install new feeder cables into PEPCO's facilities under PEPCO's supervision and inspection;
  - q) repair of "day-burner" lights;
  - r) replace manhole frame and cover if damaged;
  - s) frame and cover of manhole raised or lowered as needed with associated pavement patching around the raised/lowered manhole;

- t) repair/replacement of luminaire and ballast;
  - u) replace “elephant ears” (cover the bolt that attaches the pole to the base); and
2. The contractor shall use materials that meet District specifications.
  3. The Contractor shall maintain street lighting equipment on combination poles. This work includes, but is not limited to:
    - a. Repair or replacement of street light and ballast;
    - b. Replacement or repair of wire from light to T-base;
    - c. Replacement or repair of wire from T-base to manhole only when the wire is in a separate conduit than the traffic signal wires; and
    - d. If the wire is in the same conduit the Contractor shall install separate conduit so that the wires no longer share conduit.

C. Management Information

1. Citizen complaints of light outages are to be considered a priority for repair. The contractor shall receive the complaints through the District’s Maintenance Management System (MMS) (see Section C.6.20 regarding the Contractor’s obligation to access and use District’s MMS), and potentially directly from the CA, the public and other D.C. Government personnel. Repair shall be performed within the time-based performance standards specified in Appendix B. Upon the Contractor’s investigation of the complaint, if the Contractor determines the situation to be a “no-current” situation (electrical current is not reaching the streetlight), the Contractor shall notify the CA of the situation and the expected repair date.
2. The Metropolitan Police Department (MPD) has identified a number of “hot spots” that the Contractor shall give maximum priority for keeping the lights on and repairing lights. DDOT/TOA has included separate time-critical performance-standards for these lights, and DDOT/TOA expects the Contractor to start work repairing outages in the identified areas immediately upon notification or discovery of an outage, and to continue working until the light is back on. See Appendix S for the Maps of the Metropolitan Police Department Crime Emergency Focus Areas. Note that the number and location of the “hot spots” will change over the contract period.

If this percentage goes over 4% during the contract period, DDOT/TOA will negotiate a change order with the Contractor.

The contractor shall need to notify the MPD Police Station in the area of the “hot spot” at least 24 hours in advance to obtain a police escort while working in a “hot spot”.

2. Many of the poles on the system are wood poles. For wood poles, there are three scenarios. The first scenario is a D.C. owned pole, D.C. owned secondary, and a D.C. owned arm and fixture. Under this scenario, the Contractor shall be responsible for the pole, arm, luminaire, wire, overhead wires and taps. The second scenario is a PEPCO or Verizon owned pole with D.C. owned secondary, D.C. owned arm, and D.C. owned luminaire. Under this scenario, the Contractor is responsible for the secondary, arm and luminaire. The third scenario is a PEPCO owned pole, PEPCO owned secondary, a PEPCO owned tap, a D.C. owned arm, D.C. owned wire and D.C. owned luminaire. Under this scenario, the Contractor is responsible for the arm, wire and luminaire. The following guidance can be used on a pole-by-pole basis to determine ownership:
  - a) DC STREET LIGHTING WOOD POLE:
    - a. The only object on the pole is:
      - i. Street lighting equipment
      - ii. Cable TV and Street Lighting Equipment
  - b) PEPCO'S OR VERIZON'S WOOD POLE:
    - a. PEPCO has secondary wires on the pole that feeds other customers.
    - b. PEPCO has primary cables on the wood pole.
    - c. PEPCO has any other equipment on the wood pole.
    - d. Verizon has cables and/or other equipment on the pole
3. For situations in which there is no current to the streetlight(s), if the feed source to the affected lights on an included segment is beyond the defined project limits, it is still the responsibility of the Contractor for this project to make needed repairs. The Contractor shall coordinate with the agency(s) responsible for the area before making the repairs.
4. For situations where there is no current at the pole and the feed source is in a PEPCO manhole, the contractor shall need to coordinate with PEPCO for repair (coordination with PEPCO is not needed for manholes belonging to the District). Paying of the associated fees is the Contractor's responsibility and the Contractor shall include them as part of their fixed-price proposal. Four basic scenarios of problems and associated PEPCO actions and charges exist (fees are approximate and are subject to change):

5. Scenario 1:

There is no current in the conduit system. PEPSCO will give the Contractor the right to enter the manhole and make repairs on D.C. owned cable. DDOT/TOA will not separately reimburse the Contractor for these PEPSCO fees – they must be included as part of the Contractor’s fixed-price proposal.

6. Scenario 2:

The splice on PEPSCO’s system is bad. Upon verification that there is no power on the D.C. owned cable; PEPSCO will correct the splice problem at no cost. DDOT/TOA will not separately reimburse the Contractor for these PEPSCO fees – they must be included as part of the Contractor’s fixed-price proposal.

7. Scenario 3:

D.C. owned cable burned off at tap. The contractor shall verify that it is a burn off at the tap. DDOT/TOA will not separately reimburse the Contractor for these PEPSCO fees – they must be included as part of the Contractor’s fixed-price proposal.

8. Scenario 4:

Correction of direct buried cable or new conduit system. Note – The Contractor shall not repair a fault or defect in direct buried cable but shall replace it with conduit system (pole to pole or manhole to pole). PEPSCO will charge the Contractor time and materials for re-racking cables, as necessary. Contractor shall also supply the conduit/cable. DDOT/TOA will not separately reimburse the Contractor for these PEPSCO fees – they must be included as part of the Contractor’s fixed-price proposal.

9. PEPSCO requirements have been included as Appendix I.

10. Specifications for street lighting are contained in Appendix D. Additional information may be obtained by contacting the CA at (202) 671-1351.

11. Any information provided on inventory quantities and condition is for guidance only, and does not limit quantities of work or responsibility under the contract.

12. Hardcopy files defining the lighting circuits can be viewed by contacting the street light division.

13. The Contractor shall treat poles that are leaning enough to pose a danger to public safety as Knockdown poles. See Section C.6.16

for the Contractor's responsibility with respect to knockdown poles. The Contractor shall obtain the CA's concurrence on such poles before the Contractor replaces them.

**C.6.14 Alley, Street and Highway Lighting – Knock-Down and Missing Pole Replacement (0002 and 0015; 1002 and 1015, 2002 and 2015, 3003 and 3015, 4002 and 4015)**

A. Existing Conditions

There are approximately 38,000 poles in the D.C. System, and the Contractor could expect to see an average of 1% of the light poles under this contract knocked-down each year (approximately 300 poles per year). These values are provided to the Contractor to provide an estimate of the number of knock downs. It in no way constitutes a limit on the number of knockdowns to be covered under the project.

1. A backlog exists for repairing knocked-down poles in the District. These missing poles can be much more difficult to replace than freshly knocked-down poles, as there may be power supply issues. There are approximately 100 known missing poles on the system. In addition, missing poles are discovered each year. Missing poles do not include poles removed by the Contractor, only poles that were missing at the beginning of the contract.
2. When replacing knockdown or missing poles, the Contractor shall also replace the arm, fixture, T-base, and foundation, as needed.

B. Asset Management Standards and Guidelines

Performance measures and standards are provided in Appendix B. The performance standards ("Good" Levels of Service) represent the minimum acceptable standards for each Contractor response to a knocked-down light pole. The Contractor shall be responsible for repairing/replacing knocked-down poles in order to meet the performance standards found in Appendix B.

1. Performance measures and standards for missing poles are also provided in Appendix B. The performance standards ("Good" Levels of Service) represent the minimum acceptable standard for the replacement of each missing pole in the covered system.

C. Management Information

The contractor shall perform knock-down pole replacement as part of the fixed price. Replacement of mercury vapor and incandescent lights with high-pressure sodium lights must be approved by the CA on a case-by-case basis. The Contractor must be prepared with materials and personnel on hand to respond to and replace knock-downs according to the performance standards.

D. Exclusions

Knock-down pole replacement for combination poles (See Section C.3.3 for definition.) is excluded from the contract.

**C.6.15 Bridge Lighting (CLINs 0003 and 0004, 0010 and 0011, 0012 and 0013, 1003 and 1004, 1010 and 1011, 1012 and 1013, 2012 and 2013, 3012 and 3013, 4012 and 4013)**

A. Existing Conditions

The bridge lighting category includes the maintenance of street and highway lights on the bridges, navigation lights and underdeck lights. Maintenance of lighting on pedestrian bridges is also included. There are approximately 3,400 lights on bridges in the system. The non-NHS bridges are the Benning Road and East Capital Street Bridges. They each have six (6) navigational lights.

B. Asset Management Standards and Guidelines

Performance measures and standards are provided in Appendix B. The performance standards (“Good” Levels of Service) represent the minimum acceptable standard for each bridge light and time critical item in the contract.

C. Management Information

Repairing “no-current” problems on bridges may require cutting the bridge deck to access the conduit. The Contractor must be qualified to cut structural bridge decks, and must get prior written approval from and coordinate all cuts with the DDOT Street and Bridge Maintenance Division. If it is not possible to access or fix the conduit, the Contractor shall be responsible for adding a new means of supplying power to the lights. Such changes will need to be approved by the CA.

**C.6.16 Tunnel and Underpass Lighting (CLIN 0005; 1005, 2005, 3005 and 4005)**

A. Existing Conditions

There are underpass lights on the underside of bridges that pass over roadways (including some railroad bridges). The rehabilitation and maintenance of these lights is included in the contract. Detailed information on a number of underpass lighting systems is included in Appendix D. The scope of CLIN is to perform whatever rehabilitation and maintenance actions are needed in order to meet the performance standards for **underpasses** as specified in Appendix B. These standards cover the need for 90% or more of the lights to be functioning, and for timely repair of non-functioning or collision-damaged lights.

The Contractor shall be responsible for the underpass lighting systems only from the electrical panel out to the lamps (and lens covers). **CLIN 0005 does not include the 16 tunnels named in section C.6.16.A.1.** It only includes underpass lights on the undersides of bridges that pass over roadways.

1. There are also 16 tunnels that have been excluded in the contract. These tunnels are:

- a) Mall Tunnel (I-395)[Structure No. 1142]
- b) Air Rights Tunnel (I-395) [Structure No. 1143]
- c) 9<sup>th</sup> St. Tunnel [Structure No. 173]
- d) 12<sup>th</sup> St. Tunnel (North) [Structure No 172 (N tunnel)]
- e) 12<sup>th</sup> St. Tunnel (South) [Structure No 172 (S tunnel)]
- f) 23<sup>rd</sup> Street, N.W. over E Street Expressway [Structure No. 1208]
- g) Massachusetts Avenue, N.W. under Thomas Circle [Structure No. 99]
- h) 16<sup>th</sup> Street, N.W. under Scott Circle [Structure No. 100]
- i) Connecticut Avenue, N.W. under Dupont Circle [Structure No. 101]
- j) K Street, N.W. under Washington Circle [Structure No. 102]
- k) Southwest Freeway over 12<sup>th</sup> Street, S.W. [Structure No. 1113]
- l) Southwest Freeway over I-395 Ramp [Structure No. 1101]
- m) Virginia Avenue, N.W. over E Street Expressway [Structure No. 1209]
- n) Virginia Avenue, N.W. over I-66 [Structure No. 1302]
- o) 23<sup>rd</sup> Street N.W. over Virginia Avenue [Structure No. 10]
- p) Pennsylvania Avenue, S.E., over ramp to Southeast Freeway [Structure No. 1409]

B. Asset Management Standards and Guidelines

Performance measures and standards are provided in Appendix B. The performance standards (“Good” Levels of Service) represent the minimum acceptable standard for tunnel and underpass lights and time critical items in the contract.

C. Management Information

Tunnel lights suffer collision damage from over-height vehicles. The Contractor shall be responsible for responding to, making safe, cleaning up and removing and repairing/replacing damaged tunnel lighting assets.

D. Exclusions

Structure numbers 1142, 1143, 173, 172 N, 172 S, 101, 102, 1113, 1101, 1209, 1302 and 1409 are excluded from the contract. The CO will

determine their inclusion by executing a change order to incorporate CLIN 0017 into the contract. Structure numbers 1208, 99, 100, and 10 are excluded from the contract.

#### **C.6.17 Overhead Guide Sign Lighting (CLINs 0006 and 0016; 1006 and 1016, 2006 and 2016, 3006 and 3016, 4006 and 4016)**

##### **A. Existing Conditions**

Available information on Overhead Guide Sign lighting assets is provided in Appendix D (additional information is available for inspection at Transportation Operations Administration (TOA), 55 M Street, SE, 6<sup>th</sup> Floor. Most of these signs are illuminated by more than one light. This information was collected in 1999, and the Contractor shall perform a field inspection to verify accuracy.

The types of assets included for CLINS 0006 and 0016 are the lamps, the fixtures, conduits, wires, and the physical connections of the fixtures, conduits, and wires to the sign structure. The Contractor shall not be responsible for the overhead signs themselves or the structure, other than as specified in Section C.6.17 for damaged overhead guide sign structures.

##### **B. Asset Management Standards and Guidelines**

Performance measures and standards are provided in Appendix B. The performance standards (“Good” Levels of Service) represent the minimum acceptable standard for each set of overhead guide sign lights.

##### **C. Management Information**

In the case of a damaged overhead guide sign structure, the Contractor shall be responsible for making the site safe and cleaning material from the roadway. The effort may require removal of the damaged structure. The Contractor must return all damaged equipment to the D.C. warehouse located at 1735 15<sup>th</sup> Street NE. The Contractor shall be responsible for repairing the lights on the structure. Initial repairs may be temporary.

#### **C.6.18 Welcome to Washington Signs (CLIN 0007, 1007, 2007, 3007 and 4007)**

##### **A. Existing Conditions**

There are currently 9 Welcome to Washington signs for which the internal and/or external lighting must be maintained. Lighting assets for the existing signs are described in Appendix D (additional information is available for inspection at Transportation Operations Administration (TOA), 55 M Street, SE, 6<sup>th</sup> Floor.).

##### **B. Asset Management Standards and Guidelines**

Performance measures and standards are provided in Appendix B. The performance standards (“Good” Levels of Service) represent the minimum acceptable standard for each Welcome to Washington sign.

C. Management Information

Lighting maintenance for new Welcome to Washington signs installed during the course of this contract is included under this contract. (Additional information is available for inspection at Transportation Operation Administration (TOA), 55 M Street, SE, 6<sup>th</sup> Floor.)

**C.6.19 South Capitol St (Douglass) Bridge Electrical Control System Maintenance and Operation (CLIN 0008, 1008, 2008, 3008 and 4008)**

A. Existing Conditions

The South Capitol Street Bridge is a swing span bridge that has an electrical control system that must be operated and maintained. There was a rehabilitation project performed on the system in 1999 and plans for the system are available in the bid room. There are approximately 15 openings per year (for ships and no ship). The Contractor shall exercise (open) the bridge at least once per month. For any month that has an opening for a ship, the Contractor does not need to perform the additional opening.

B. Asset Management Standards and Guidelines

Performance measures and standards are provided in Appendix B. The performance standards (“Good” Levels of Service) represent the minimum acceptable standards for the electrical control systems.

C. Management Information

The *South Capitol Street Bridge Electrical Control System Operation and Maintenance Manual* have been included as Appendix N. Plans will be available in the bid room.

1. Documents related to the Bridge will be made available in the bid room. The Contractor shall be responsible for all of the equipment listed in Appendix N and operating manuals. The Contractor shall supply an electrician to attend all openings and closings of the draw span so that the electrician can immediately resolve the problem and the opening or closing can continue with little or no effect to traffic (both vehicular or boat traffic).
2. It is recommended that the Contractor, at a minimum, perform the following activities on the Electrical System:
  - a) Twice per year, visually check and test all electrical

components for proper operation and replace any defective parts.

- b) Once per year, disassemble all working components such as relays, limit switches, contactors, overload devices, transfer switches, timing devices, etc. and clean, adjust and replace any defective parts as needed.
- c) Once per year, tighten all wiring terminals throughout the entire electrical system.

- 3. However, it should be noted that the Contractor must do whatever repairs and maintenance are necessary to meet the performance standards specified in Appendix B. Including repairs necessitated due to damages from any and all causes and the Contractor shall bear the expense thereof.

### **C.6.20 Management (CLIN 0009, 1009, 2009, 3009 and 4009)**

#### **A. Asset Management Standards and Guidelines**

Performance measures and standards are provided in Appendix B. The performance standards (“Good” Levels of Service) represent the minimum acceptable standards the management items described.

#### **B. Management Information**

Required street light repairs are currently reported in a number of different ways, including:

- a) Citizens’ calls
  - a. Existing 24 hour street light line
  - b. One-Call Center

#### **b) Patrolling (both Contractor and DDOT/TOA)**

- 1. Required repairs are stored and tracked within the District’s MMS software system. The Contractor shall not rely solely on this system for notification of needed repairs, but the Contractor shall dedicate a computer and communications link for interaction with the MMS system. The Contractor shall be responsible for updating the MMS computer database system on a daily basis. Keeping MMS updated is a key to the success of this project. If, before the start of the contract or during the course of the contract, MMS is replaced by an alternate system; the Contractor shall be responsible for updating the new system.
- 2. A key management task under this contract will be to inventory the lighting assets and their conditions. The Contractor shall perform this task as maintenance and repairs are done. The Contractor shall

inventory assets and their conditions in a software system to be provided by the CA. The Contractor shall propose an asset numbering system, which will be finalized in cooperation with the CA. The Contractor shall be responsible for physically numbering the assets in the field to coincide with the associated information in the inventory system.

**C.7 Underground Damage Prevention**

- A. The Contractor is required to protect underground utilities from damage that may be caused by activities conducted under this contract. The Contractor is responsible for restitution of damage to public utilities in the public right of way. The Contractor is responsible for determining what is underground. Reasonable precautions include, but are not limited to:
1. contacting “Miss Utility” at an appropriate time before proceeding with excavation or demolition work;
  2. providing “Miss Utility” sufficient time to mark the location of underground utilities prior to commencing excavation or demolition activities;
  3. coordinating with PEPCO, Verizon, Washington Gas, DDOT, and others who may operate underground facilities; and
  4. ensuring that all Contractor and subcontractor personnel performing excavation or demolition activities understand the requirements for underground damage prevention and have adequate training (certificate required) regarding underground damage prevention.

The following telephone numbers are provided for informational purposes only and may change:

<u>NAME</u>	<u>TELEPHONE NO.</u>	<u>FACILITIES</u>
“Miss Utility” □for Wash, Gas Light Co., Verizon, PEPCO, AT&T	800-257-7777	Gas lines; telephone, electric and communication conduits and cables.
DC Water and Sewer Authority	787-2393	Water mains and Sewers
DDDOT	698-3605	Street lighting inspection
	671-2610	Traffic signal systems
GSA*	472-9252,3&4	Steam piping, steam tunnel and Condenser water conduits

The contractor shall note that coordination with utilities may include payment, at the Contractor’s expense, for access to utility property.

**C.8 Emergency Response**

C.8.1 The Contractor shall be responsible for coordinating with the CA, the Metropolitan Police and other emergency response organizations in its response to emergency incidents related to the assets for which it is responsible. For this contract, this

includes incidents related to downed poles or cable, damaged overhead guide sign structures, collision-damaged tunnel lights, South Capitol Street Bridge equipment, entire block\alley light outage, or 5 or more consecutive light outages, and other conditions affecting the safety of the traveling public. The Contractor shall respond promptly and make the roadway safe (by removing hazards from the roadway, if needed), provide emergency traffic control until the authorities arrive and perform other related activities as needed. The Contractor shall be available for response to emergencies 24 hours per day, 7 days per week. Emergency response is not a separate bid item, but is included in each bid item. Emergency response is required as part of the firm fixed price portion of the bid for each item and an emergency response plan is required as part of the Contractors' work plan. The Contractor shall build the price for emergency response into the prices for managing and maintaining the fixed price assets. The Contractor shall also respond in a timely manner to emergency situations such as entire block\alley light outage, or 5 or more consecutive light outages and multiple circuit outages and to continue working until the lights are back on. The Contractor shall coordinate such situations with the CA and PEPCO immediately upon notification or discovery of the outage.

## **C.9 Repairs of Sidewalks and Roadways**

- C.9.1 The Contractor shall permanently repair, in accordance with the District's regulations on utility cut repairs, any sidewalks and roadways cut by the Contractor in performing work under this contract. The Contractor must have proper permits for all cuts.

**SECTION D -- PACKAGING AND MARKING:**

The packaging and marking requirements for the resultant contract shall be governed by the General Provisions for Federally Funded Agreements, Attachment J.1.1, and Article Number 11, Material and Workmanship, of the *District of Columbia Department of Transportation Standard Specifications for Highways and Structures 2009*, incorporated by reference only.

## SECTION E -- INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for the resultant contract shall be governed by the General Provisions for Federally Funded Agreements, Attachment J.1.1 and Article number 12, Inspection and Acceptance, of the *District of Columbia Department of Transportation Standard Specifications for Highways and Structures 2009*, incorporated by reference only.
- E.2** Performance monitoring is a key component of this contract. Both the CA and the Contractor must actively monitor performance to ensure that the performance standards are met. The Contractor is free to use any reasonable method it believes appropriate to monitor the system, discover issues, and take remedial action as appropriate to meet the performance standard.
- E.3** The District's primary concern is not how the Contractor chooses to monitor its own performance, but rather that the Contractor is meeting the performance standards set forth in this contract. As a result, this section discusses the District's performance monitoring program. The Contractor must also have its own performance monitoring program, which must be described in the Contractor's quality assurance/quality control plan and proposal.
- E.4** Performance monitoring by the District will take place daily to ensure progress and acceptable performance throughout the term of the contract.
- E.5** Performance monitoring will be conducted by the CA. The CA will confirm that maintenance and rehabilitation/repair activities continue throughout the term of the contract and that needs are met in a timely manner. The CA will not become involved in the Contractor's staffing or equipment requirements or in individual work activities. However, DDOT inspectors may inspect the quality of the work performed to ensure that it meets applicable specifications. The CA's role is to verify that the desired outcome (performance standards in Appendix B) is produced and that the system's lighting assets are being preserved as specified in the contract and approved plans.
- E.6 Daily Monitoring**
- E.6.1** The Contractor shall maintain a daily log for the project. The log must contain information regarding:
- A. activities of the Contractor's crews, including the locations where work is performed;
  - B. complaints received from the general public for which Contractor response is required;
  - C. unusual or unexpected conditions uncovered in the course of maintenance and rehabilitation/repair activities; and
  - D. incidents involving safety either of the general public or Contractor work forces.
- E.6.2** The CA will track the daily activities against the program of maintenance and rehabilitation/repair and advise the Contractor of any variations. **The CA also**

**may redirect Contractor efforts when priorities established within the District dictate.**

E.6.3 The contractor shall monitor the daily activities of the field crews, noting:

- A. Types of work being performed and location;
- B. Issues and situations encountered or reported by the public and actions taken to mitigate them;
- C. Conditions that warrant more extensive work than is envisioned under the terms of the contract, recommendations to address those conditions, and short-term actions the Contractor has taken, or intends to take, to alleviate the conditions and ensure that no safety issues exist;
- D. Coordination among Contractor staff, District personnel, utility operations, and others whose work impacts the assets under this contract.

E.6.4 The Contractor's daily reports must be available to the CA to assist in verifying daily progress under the contract. A good working relationship between the CA and the Contractor's day-to-day project manager is essential for project success.

E.6.5 The CA shall regularly inspect the Contractor's material supplies to ensure that they are adequate.

## **E.7 Inspections**

E.7.1 At least once a month, the CA or his designee, members of the Project Team (DDOT/TOA, and their representatives) and the Contractor (or his representative), collectively making up the rating team, will travel through the system to review Contractor progress and performance.

E.7.2 These field inspections will involve objective evaluations of the Contractor's performance against the performance standards (see Appendix B). The rating team will rate the condition of randomly selected samples of lighting assets.

It is proposed that three types of reviews occur each month: day, night, and bridge and overhead guide sign. To ensure that the locations selected are representative of the entire system, the DDOT will randomly generate a stratified sample of NHS, STP and Local streets for each type of review each month by applying an Excel random generator function to a list of all street segments covered under the contract.

The randomly selected samples will cover all eight (8) Wards within the District, and each maintenance category that includes condition-related performance measures. For example, on the day review, it is proposed that five (5) samples per Ward be generated randomly in Excel; the segments would have randomly generated beginning streets and directions (i.e., North, South, East, and West) as well. Thus, a sample selection for Ward 1 might be:

- 1. Georgia/Irving/North
- 2. Columbia/16th/West

3. Park/Georgia/West
4. 10th/U/North
5. Newton/14th/East

Because a selection of five (5) samples per Ward would translate to 200 light poles needing inspection, it is proposed that the rating team be divided into two teams, one inspecting Wards 1 to 4 and one inspecting Wards 5 to 8. For the night review, the CA may select as many as ten (10) samples.

The rating team will assign the appropriate level of service score (see Appendix B) to each sample. Each member of the rating team will assign a level of service to each sample for each appropriate performance measure.

- E.7.3 The CA will discuss the results of the inspections with the Contractor and will record them in a report. The CA will also report a general level of performance satisfaction along with recommendations and concerns. The Contractor also may bring issues to the attention of the CA, along with suggestions for future activities. The rating team will note deficiencies throughout the inspection, and the CA will include these deficiencies in the monthly report. Periodically, the CA may visit sites where project personnel have reported deficiencies and for which the Contractor must perform time-critical remedial work. The Contractor shall note that time-critical response periods start upon discovery and reporting of the deficiency, which in this case, will be during the inspection.
- E.7.4 Any changes to the methods, documents, strategies and number of samples associated with the review process described in sections E.7 of this contract are at the CA's discretion.

## **E.8 INSPECTION OF SUPPLIES:**

- E.8.1 Definition. "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- E.8.2 The Contractor shall provide and maintain an inspection system acceptable to the District covering supplies under this contract and shall tender to the District for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements.
- E.8.3 As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the District during contract performance and for as long afterwards as the contract requires. The District may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.

- E.8.4 The District has the right to inspect and test all supplies called for by the contract to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The District shall perform inspections and tests in a manner that will not unduly delay the work. The District assumes no contractual obligation to perform any inspection or test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.
- E.8.5 If the District performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require all subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the District shall bear the expense of District inspections or tests made at other than the Contractor's or the subcontractor's premises; provided that in case of rejection, the District shall not be liable for any reduction in the value of inspection or test samples.
- E.8.6 When supplies are not ready at the time specified by the Contractor for inspection or test, the Agency Chief Contracting Officer may charge to the Contractor the additional cost of inspection or test.
- E.8.7 The Agency Chief Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest necessary.
- E.8.8 The District has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The District may reject nonconforming supplies with or without disposition instructions.
- E.8.8 The Contractor shall remove supplies rejected or required to be corrected. However, the Agency Chief Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.
- E.8.10 If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be replaced or corrected, the District may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Agency Chief Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

- E.8.10 If this contract provides for the performance of District quality assurance at source, and if requested to do so by the District, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for District inspection
- E.8.11 The District request shall specify the period and method of the advance notification and the District representative to whom it shall be furnished. Requests shall not require more than seven (7) workdays of advance notification.
- E.8.13 The District shall accept or reject supplies as promptly as practicable after delivery (which in this case shall include application of paints and finishes, and other use of materials in the maintenance, repair, or refurbishment requirements of this contract) unless otherwise provided herein. District failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the District, for nonconforming supplies or nonconforming work products in which such supplies have been utilized.
- E.8.14 Inspections and tests by the District do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.
- E.8.15 If acceptance is not conclusive for any of the reasons hereof, the District, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Agency Chief Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Agency Chief Contracting Officer; provided, that the Agency Chief Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Agency Chief Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act

as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Agency Chief Contracting Officer may authorize in writing) after receipt of notice from the Agency Chief Contracting Officer specifying such failure, the District shall have the right to

contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the District thereby.

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

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

This is a firm fixed-price contract. The term of the contract shall be for a Base Period of One Hundred Twenty (120) Days from the effective date of award specified on page one (1) of the contract.

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

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

The term of the contract shall be for a period of Base Period of One Hundred Twenty (120) days and Four (4) Sixty Day Option Periods from date of award specified on the cover page of this contract.

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

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

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

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

**F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed seven hundred thirty (730) calendar days.

### **F.3 DELIVERABLES**

**F.3.1** The contractor shall be required to provide, in the format specified, the following deliverables for submission to the CA.

**F.3.2** Staffing/Management Plan

Within 30 days from the Contract Award Date, the Contractor shall submit an electronic copy of a Staffing/Management Plan defining the key staff for the project and the Project Management Team. Where planned staff differs from that proposed in the Contractor's proposal response, a current resume and justification for any differences shall be included. During the project life, changes to the key

staff and Project Management Team shall require approval of the CA prior to use of the staff on the project.

- A. Other information that must be included in the staffing/management plan includes:
  - 1. Location of primary office to centralize project activities and in which the Contractor's Project manager will reside;
  - 2. Location of resources (offices, equipment, manpower, and materials) to be utilized for each asset management area;
  - 3. Proposed plan for material inventory and timely supply.
  - 4. Proposed plan for communication and coordination among the Team and key staff; and
  - 5. Safety Plan for the project (In all activities, the Contractor is required to follow all applicable safety laws, regulations, and DC standard safety procedures. The Safety Plan shall ensure compliance to the requirements of the Manual on Uniform Traffic Control Devices (MUTCD), OSHA, and others as appropriate. Appropriate safety attire for personnel in the field and clear markings and functional lights on vehicles must be part of the safety plan.).
  
- B. The District will review the Staffing/Management Plan and, within two weeks, provide approval or comments for further discussion. The Contractor shall be responsible to develop a mutually agreeable Management Plan.

#### F.3.4 Daily Log of Contractor Activities

The Contractor shall maintain a daily log for the project. The Contractor shall submit an electronic copy of the daily log to the CA within 30 days of the end of each contract year. The log will contain information regarding:

- A. activities of the Contractor's crews, including the locations where work is performed;
- B. complaints received from the general public for which Contractor response is required;
- C. unusual or unexpected conditions uncovered in the course of maintenance and rehabilitation/repair activities; and
- D. incidents involving safety either of the general public or Contractor work forces.

#### F.3.5 Reports

During the course of the project, the contractor shall need to provide a number of periodic reports or documents. The Contractor shall provide these reports in a format that the CA will specify which may include existing formats or a format suggested by the Contractor. Reports will include the following.

#### A. Weekly Accomplishments Report

On a weekly basis (i.e. 7 days from the Contract Date and for every week thereafter), the Contractor shall provide a memo documenting the activities conducted for the previous week's period. The information will be summarized by asset, highway/street location, and status (i.e. underway, completed). In addition, the Contractor shall note any other issues or concerns related to proper conduct of the project and/or work activities. This report shall be submitted electronically by email.

#### B. Weekly and Daily Work Plans

On a weekly basis, the Contractor shall provide the CA with a plan for the work to be accomplished in the next week. The information will be summarized by asset, highway/street location, and type of work, and shall be submitted electronically by email. The weekly plans will be supplemented by daily plans to be provided for the next day's work. The Contractor must Email the daily schedule information to PSRA (Public Space Regulations Administration), CA, and CA's staff every day by 8:00AM. A distribution list will be provided by the CA.

#### F.3.6 Meetings

During the course of the project, the Contractor shall be required to attend project meetings, both regularly scheduled meetings, and meetings on special topics.

- A. The Contractor shall provide oral briefings (in person or by phone based on agreement with the CA) to the CA on a weekly basis. Meeting/briefing minutes shall be prepared by the Contractor and submitted to the CA for review and comment. Following incorporation of comments and review, the meeting/briefing minutes will be approved and stored electronically by the Contractor for documentation purposes.
- B. The Contractor shall also actively participate in two additional monthly meetings. The first will be a customer focus group meeting that brings in a group of District residents to discuss specific needs and general levels of satisfaction. The second will be an internal group stakeholder meeting, in which the contract team will meet with the CA and District Government personnel to ensure good information dissemination and project coordination.

## **SECTION G - CONTRACT ADMINISTRATION DATA**

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

- G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices or vouchers, at the prices stipulated in this contract, for supplies delivered and accepted and/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.2. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (CA) specified in G.10.1 below. The address of the CFO is:

Name: Office of the Controller/Agency OCFO  
Address: 55 M Street, SE, 7<sup>th</sup> Floor  
Washington, DC 20003  
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, DUNS number and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
  - G.2.2.2 Contract number, block number two (2) and encumbrance number, block number twenty-one (21) of the Solicitation Cover Sheet.)  
Assignment of an invoice number by the Contractor is also recommended;
  - G.2.2.3 Other supporting documentation or information, as required by the Agency Chief Contracting Officer;
  - G.2.2.4 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
  - G.2.2.5 Name, title, phone number of person preparing the invoice;
  - G.2.2.6 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 a defective invoice); and

G.2.2.7 Authorized signature

## **G.5 METHOD OF PAYMENT**

G.5.1 DDOT/TOA will pay the Contractor for all work under this contract on a firm fixed price basis.

G.5.2 The Contractor's performance shall be evaluated by the CA during the contract term.

G.5.3 The payment structure consists of the base firm fixed price amount

### **G.5.4 Firm Fixed Price**

- A. The Contractor shall invoice the District on a monthly basis
- B. The Contractor shall support the invoice with a statement of the work that the Contractor performed for that month and the materials and other goods and services that the Contractor used to complete that work. This statement will assist the CA in maintaining an historical record of amounts of work needed to meet the performance standards, and will assist the CA in responding to internal and external questions on work levels. The Contractor must submit each monthly invoice in a manner and form that DDOT/TOA specifies.
- C. DDOT/TOA will make final invoice payment upon the Agency Chief Contracting Officer's determination that the Contractor has completed all of the requirements for the contract, and has met the performance standards.

## **G.6 RETAINAGE**

G.6.1 In accordance with Article 9 of the Standard Specifications for Highways and Structures (2009), the District will retain ten percent from the monthly billing for the firm fixed price items. Upon contract expiration, the CO, based upon guidance provided by the CA, will determine if the retainage should be released. Retainage will be released when the District determines that the following conditions were met:

- a) In the evaluation, 80% of the samples for each performance measure met the performance standard (see Appendix B);
- b) There was daily communication of project information between the Contractor and the CA;
- c) The Contractor was proactive (rather than reactive) in identifying maintenance and repair needs, and identified a greater proportion (more than 50%) of the overall deficiencies than the CA or the public.

d) The Contractor responded to more than 90% of high priority needs identified by the District (see Section E.6.2).

G.6.2 The Contractor, at its discretion, can submit written materials to support its performance in the areas listed above. This material will be reviewed by the CA and CO in making retainage decisions. If the conditions described in paragraph D above are not met, the CO will not release these retainage.

## **G.7 ASSIGNMENTS**

G.7.1 In accordance with 27 DCMR 3250, unless otherwise prohibited by this contract, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.7.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.7.3 Notwithstanding an assignment of money claims pursuant to authority contained in the contract, 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.8 AGENCY CHIEF CONTRACTING OFFICER (ACCO)**

Contracts may be entered into and signed on behalf of the District Government only by contracting officers. The address and telephone number of the Agency Chief Contracting Officer is:

*Courtney B. Lattimore, Contracting Officer  
District Department of Transportation  
Office of Contracting and Procurement  
55 M Street, SE, 7<sup>th</sup> Floor  
Washington, DC 20003  
Phone: (202) 478-9123*

## **G.9 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

- G.9.1 The Agency Chief Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.9.2 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 Agency Chief Contracting Officer.
- G.9.3 In the event the Contractor effects any change at the instruction or request of any person other than the Agency Chief Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

## **G.10 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (CA)**

- G.10.1 The CA is responsible for general administration of the contract and advising the Agency Chief Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The CA for this contract is:

*Name: Jama Abdi  
Agency: District Department of Transportation  
Address: 55 M Street, SE, 4<sup>th</sup> Floor  
Washington, D.C. 20003  
Telephone Office: 202-671-1351  
Cellular: 202-369-3721*

- G.10.2 It is understood and agreed that the CA shall not have authority to make any changes in the specifications/scope of work or terms and conditions of the contract.
- G.10.3 Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Agency Chief Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS (IF APPLICABLE)**

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 13, dated 06/19/2013 issued by the U.S. Department of Labor in accordance with the Service Contract Act and General Decision No.DC140001 dated 05/30/2014, Heavy Construction Rates, Modification No. 8 issued by the U.S. Department of Labor and incorporated herein as Attachments **J.2 and J.3** of this contract. The Contractor shall be bound by the wage rates for the term of the Contract.

### **H.2 AUDITS, RECORDS, AND RECORD RETENTION**

- H.2.1 At any time or times before final payment and three (3) years thereafter, the Agency Chief Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. For price reimbursement contracts, any payment may be reduced by amounts found by the Agency Chief Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.
- H.2.2 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.
- H.2.3 The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.
- H.2.4 The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Agency Chief Contracting Officer.
- H.2.5 Persons duly authorized by the Agency Chief Contracting Officer shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- H.2.6 The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

### **H.3 PUBLICITY**

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

### **H.4 CONFLICT OF INTEREST**

H.4.1 No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code section 2-310.01 and Chapter 18 of the DC Personnel Regulations).

H.4.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

H.4.3 If work is removed from this contract under Section H.8 Failure to Perform, the Contractor is not eligible to perform that work under another contract.

### **H.5 GOVERNMENT RESPONSIBILITY**

H.5.1 Within five (5) business days of the initial authorization to proceed, the District shall furnish the Contractor with a letter permit granting it the right to work on public streets, and defining the types of work and places of performance being approved (which will be consistent with the scope of work contained in this CONTRACT). The Contractor and all subcontractors at any tier will be required to display a copy of this letter in all of the vehicles and construction equipment assigned to this project, and to produce it on demand as evidence of the District's authority.

H.5.2 The District shall designate a CA for the term of this contract. The CA shall have the authority to provide technical direction and surveillance, to monitor and facilitate Contractor compliance with the technical requirements of this contract, to answer questions and provide clarification of issues related to the Contractor's technical performance hereunder, and to approve the substitution of key personnel. The CA does not have the authority to make changes to the contract of a material nature (affecting price or schedule), nor to direct the Contractor to perform tasks that are not within the boundaries of the contract statement of work. If the Contractor is uncertain as to whether compliance with technical direction given by the CA constitutes a change within the definition of the "Changes"

clause of this contract, he or she must submit it to the Agency Chief Contracting Officer for a determination prior to proceeding.

- H.5.3 The District shall not unreasonably withhold any documentation, specifications, data, reports, policies, guidelines, regulations, standards, or other information that would assist the Contractor in the performance of its duties under this contract.
- H.5.4 The District will not purchase any excess material from the contractor at the end of the contract period.
- H.5.5. The District shall pay PEPCO for all up-grades to PEPCO's system that is required to meet the District's lighting requirements.
- H.5.6 The District believes there will be enough time for the Contractor to purchase the needed equipment to carry out the contract after contract award. If there is not enough time, the District will loan what materials it has in its possession until the ordered materials have come in to the Contractor after a firm order has been proven and certificated by the distributor.
- H.5.7 The District will provide all DC permits to the contractor at "NO FEE".
- H.5.8 The DDOT will notify the contractor of street light failures (outages) calls received by the One-Call Center.
- H.5.8 At the contractor's request, the CA/designee will assist the contractor to identify the limits of pavement restoration in accordance with the specifications on a site-by-site basis.
- H.5.10 The CA will provide the contractor with a list of persons/organizations that should have access to the bridge on a recurring or one time basis, except for emergency situations (i.e. DC Fire Department personnel).
- H.5.10 On a case-by-case basis DDOT personnel will attempt to locate and provide the Contractor with maps and drawings.
- H.5.11 The CA will notify the contractor in writing one (1) month prior to the implementation of any changes to the performance review process.
- H.5.12 The District will assist the contractor by lending surplus equipment and supplies it has in inventory to the contractor for up to sixty (60) days after the notice to proceed date.

## **H.6 CONTRACTOR RESPONSIBILITIES**

- H.6.1 The Contractor agrees that the District's inspection, review, acceptance, or approval of the Contractor's work shall not relieve the Contractor of responsibility for negligent acts, errors, omissions, or failures to act on the part of the Contractor or its subcontractors at any tier.

- H.6.2 The Contractor shall be responsible for independent verification of any data or information it receives from the District with respect to the assets of that segment of the system that is to be maintained in accordance with the specifications of this contract. Neither the District nor any of its consultants, agents, or employees makes any warranty, express or implied, with respect to data supplied to the Contractor.
- H.6.3 The Contractor shall be responsible for obtaining all necessary authorizations and otherwise coordinating with the National Park Service (NPS) or other affected government agency, local utilities, communications companies, businesses, or residents, or any other public or private entity on whose systems or property its work under this contract may have an impact. Typical Requirements for work on NPS land are included as Appendix O.
- H.6.4 All work will be performed by individuals qualified to accomplish it, and to the highest level of workmanship standards set or maintained by the industry.
- H.6.5 All work shall be performed in such a manner as to cause minimal annoyance to occupants of adjacent premises or interference with the normal flow of traffic.
- H.6.6 Work under this contract performed after regular working hours, on Saturdays, Sundays, or on legal holidays, shall be performed at no additional expense to the District.
- H.6.7 The Contractor shall protect existing public and private property from damages by approved means (such as planking, covering) and shall be responsible for repair or replacement of any public or private property damaged in the course of its performance of this contract.
- H.6.8 With respect to broken conduits, the contractor shall perform the following:
- H.6.8.1 Evaluate the extent of damage to the conduit the;
- H.6.8.2 Repair the broken conduit with approved conduit making an approved electrical connection at both ends of the break; or
- H.6.8.3 Replace the conduit completely.
- H.6.8 The contractor shall not recover damages from a third party.
- H.6.10 The contractor shall only be responsible for maintenance/repair to the lights in the Welcome to Washington, signs.
- H.6.10 The contractor shall perform all work needed to restore the light to its original intended condition with regard to knockdowns.
- H.6.11 The contractor shall file and follow all requirements called for under Blanket Permits by the DDOT.

H.6.13 On a variety of bridges, there are lighting poles, fixtures, globes that are not standard anywhere else on our system. The Contractor would have to replace those elements in kind to the specific location they are associated with.

H.6.14 The contractor shall not be required to answer citizen calls that come through the One-Call Center. The Contractor shall enter citizen calls regarding street light outages into the District's MMS database.

H.6.15 The contractor shall provide the District with a written notice as soon as a problem has been reported within the limits of a series circuit.

H.6.15 The contractor shall provide the CA with a 24-hour written request notice for MPD escort service when it plans to work in a "Hot Spot" area.

H.6.17 Reserved

H.6.18 With regard to Structure 1409, the contractor shall be responsible for rehabilitation/maintenance/repair of the existing westbound ramp under PA Avenue and for meeting the performance standards prescribed under the contract.

H.6.19 The contractor shall not be responsible for the rehabilitation and maintenance of the underpass lighting system within structure 1410, known as Barney Circle Main Line Tunnels. However the contractor must rehabilitate and maintain the lighting systems on top and part of structure 1410 in accordance with the performance standards specified under CLIN 0013, Bridge Light Rehabilitation and Maintenance (National Highway System Only). There are approximately ten (10) No. 16 Cast Iron Upright Poles and five (5) Pendant Poles and their associated lighting equipment which includes but is not limited to fixtures, lamps, globes, photocells, cables, conduits, manholes and foundations.

H.6.20 The contractor shall be required to make a reasonable effort to ensure that: 1) an accident report is filed, if a police officer is present when he responds to the knock-down; 2) he obtains the accident report number; and 3) he collects any other identifying vehicle information that may be available and submits the information to the CA.

## **H.7 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

The key personnel for this contract are considered to be essential to the work being performed hereunder. The Contractor's key personnel shall include the overall program manager and project managers for each task area set forth in Section C, as well as the Master Electrician. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the Agency Chief Contracting Officer at least thirty calendar days in advance and shall submit justification (including proposed substitutions), in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall not reassign these key personnel or appoint replacements, without written permission from the Agency Chief Contracting Officer.

**H.8 FAILURE TO PERFORM**

H.8.1 This clause is in addition to the Default Clause in Attachment J.1.1. In the event that the Contractor fails to adhere to the response times specified as the performance standards in Appendix B, to ensure public safety and public receipt of critical services, the District reserves the right to perform any of the tasks or repairs required under this contract, and deduct the cost of performing those tasks or repairs from the Contractor’s monthly payment, if the Agency Chief Contracting Officer determines that either or both of the following conditions exist:

- A. The Contractor’s failure to perform creates a risk to public safety;
- B. The Contractor has failed to remedy significant non-performance after notice from the Agency Chief Contracting Officer.

H.8.2 The CO may also assess liquidated damages, as described in Section I.12.

**H.9 PERMITS, LICENCES AND CERTIFICATES**

H.9.1 All permits, certificates, and licenses required shall be applied for and obtained by the Contractor from the Permit Processing Division, 1100 4th Street SW Washington, DC 20024.

- A. The Contractor shall apply for those permits required to be obtained well in advance of need. If the Contractor experiences any difficulty in obtaining a permit, it shall immediately request assistance from the CA.
- B. The Contractor or its authorized representative shall apply to the Office of Licenses and Permits, which will issue the necessary permits and authorizations without charge, provided that the application references the District of Columbia project number.

H.9.2 The District will require the Contractor to obtain permits, licenses, and certificates including (but not limited to) the following:

<b>Permits and Certificates</b>	<b>Licenses</b>
Electrical	Master Electrician Journeyman Electrician Apprentice Electrician
Public Space - to work in, excavate in, or occupy*	
Signs and Temporary Fences	
For work on Sunday and/or after 6:00 p.m. on weekdays	

\*Note: The District will issue this permit via a letter of authorization. Please see H.5 above.

- H.9.3 The Contractor shall apply for a blanket permit for all street lighting work behind the curb. DDOT/TOA will incorporate several requirements into this blanket permit. They include:
- A. On a weekly basis, the Contractor shall notify DC Department of Public Works, Public Space Administration, of the locations where excavation would occur.
  - B. Contractor must have copies of corresponding traffic control plans at the corresponding work sites at all times, along with a copy of the blanket permit.
  - C. The Contractor must perform permanent restoration of the excavated site immediately following temporary restoration. Appendices G and I provides the regulations for excavation and restoration of utility cuts.
- H.9.4 The Master Electrician is responsible for all work under the project. All electrical work must be performed by Master Electricians, Journeyman Electricians, or Apprentice Electricians (as appropriate) licensed in the District of Columbia.
- H.9.5 A tree arborist, certified in the District, must identify the need for and manage/supervise any tree trimming performed under the contract.
- H.9.6 The Contractor may require Trades other than electricians to successfully complete the work. The Contractor and subcontractor personnel must have the appropriate District License. The District will only issue permits to persons duly licensed to work in the District of Columbia, except as provided below in Section H.9.7. The CA will not authorize commencement of work requiring permits and licenses until the Contractor can demonstrate that it has obtained all such permits and licenses.
- H.9.7 Where electrical Contractors and their craftsperson perform work under this contract and where said work is physically located in areas outside the District of Columbia, it shall be sufficient if any such Contractor and its crafts persons are licensed either by the District of Columbia or by any governmental agency having jurisdiction over the area adjoining the site on which the work is being performed.
- H.9.8 The Contractor shall prominently display all permits within the confines of the worksite.
- H.9.8 The Contractor shall display special District signs at all dig sites. DDOT/TOA will provide an example on request. It is the Contractor's responsibility to manufacture and display these signs, and to update them with changes in specifications.
- H.9.10 The Contractor must notify the CA of all cuts before the Contractor performs the cut.

## **H.10 LIMITATION ON SUBCONTRACTING**

H.10.1 The prime Contractor's personnel must perform at least thirty percent of the work under this contract. The CO will determine this percentage based on the payments the Contractor makes to its subcontractors.

H.10.2 The Contractor shall submit a written request to the Agency Chief Contracting Officer for approval of any subcontractors not included in the Contractor's proposal. The Agency Chief Contracting Officer will review each request and will notify the Contractor whether or not the request is approved. The Contractor must submit a separate request for each new subcontractor at the following address:

Courtney B. Lattimore, Acting Chief Contracting Officer  
District of Columbia Department of Transportation  
Office of Contracting and Procurement  
55 M Street, SE, 7<sup>th</sup> Floor  
Washington, D.C. 20003

H.10.3 The Contractor shall make available copies of all subcontracts issued under this prime contract, together with their supporting data, for review on demand by the Department of Transportation.

## **H.11 PRIME AND SUBCONTRACTOR POINTS OF CONTACT**

H.11.1 The prime Contractor under this contract shall designate a single point of contact for administrative matters who is authorized to negotiate contracts on behalf of the firm her or she represents, and who shall be the recipient and custodian of all notices issued hereunder. The prime under this contract shall further designate a single point of contact for technical matters, who is authorized to accept and issue technical direction on behalf of the firm he or she represents.

H.11.2 The Contractor shall identify such individuals as key personnel, and provide their names, titles, telephone and fax numbers, in addition to their e-mail addresses, if appropriate.

## **H.12 RESTRICTION AGAINST USE OF USED, RECONDITIONED, AND REMANUFACTURED MATERIAL**

### **H.12.1 Definitions**

- A. *New*, as used in this clause, means composed of previously unused components, whether manufactured from virgin material, from recovered material in the form of raw material, or from materials and by-products generated from, and reused within, an original manufacturing process; provided that the materials meet the requirements of this contract, including but not limited to performance, reliability, and life expectancy.
- B. *Reconditioned*, as used in this clause, means restored to the original normal operating condition by readjustment and material replacement.

- C. *Recovered Material* means waste materials and by-products that have been recovered or diverted from solid waste, including post-consumer material, but such term does not include those materials and by-products generated from, and commonly used within, an original manufacturing process.
- D. *Remanufactured* means rebuilt to original specifications.
- E. Unless this contract requires virgin material or supplies composed or manufactured from virgin material, the Contractor shall provide supplies that are new, as defined in this clause.
- F. A proposal to provide used, reconditioned, or remanufactured supplies (or supplies that are designed or developed subsequent to the date of this contract that the Contractor wishes to substitute for the equivalents specified herein) shall include a detailed description of such supplies, and shall be submitted to the Agency Chief Contracting Officer in writing for his or her written approval prior to actual use.
- D. Used, reconditioned, or remanufactured supplies shall not be utilized in the performance of this contract unless the Agency Chief Contracting Officer has granted his or her prior written approval for their use.

### **H.13 PERFORMANCE INCENTIVES AND DISINCENTIVES**

H.13.1 The Contractor will not be evaluated for an incentive fee or a disincentive fee.

## **SECTION I: CONTRACT CLAUSES**

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

The General Provisions for Federally Funded Agreements, dated 3/2/2001 (Attachment J.1.1) and the District of Columbia Department of Transportation Standard Specifications for Highways and Structures 2009 (incorporated by reference only), are incorporated as part of the contract. In the event of a conflict between the two documents, the General Provisions for Federally Funded Agreements will have precedence.

### **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 it obtains relating to any employee or customer of the District in absolute confidence and shall not use it in connection with any other matters, nor shall the Contractor disclose the 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 shall 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:
- A. 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;
  - B. 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;

- C. Copy computer programs for safekeeping (archives) or backup purposes; and
- D. 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

- A. 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

- B. 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 Agency Chief 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.5.8 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use Section I.5 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 Sections I.5.5 and 5.6, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Sections I.5.5 and 5.6. 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 the court if competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.10 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.11 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.5.10 and I.5.11 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 Agency Chief Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall 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 CONTINUITY OF SERVICES**

I.8.1 The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District

Government or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

- A. Furnish phase-out, phase-in (transition) training; and
- B. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

## I.9 INSURANCE

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

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

- 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 Agency Chief Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Agency Chief Contracting Officer.
- 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:

Courtney B. Lattimore Acting Chief Contracting Officer  
Office of Contracting and Procurement  
District Department of Transportation  
55 M Street, SE, 7<sup>th</sup> Floor  
Washington, DC 20003  
Phone: (202) 478-9123  
E-mail Address: courtney.lattimore@dc.gov

**I.10 REPAIRS TO STREETLIGHT ASSETS NECESSITATED BY ACTS OF GOD**

- I.10.1 Repairs to streetlight assets necessitated by damages resulting from Acts of God e.g. wind storms including hurricanes and tornadoes; ice storms; thunderstorms; snowstorms and flooding shall be subject to the force majeure provision of § 107.14

"Contractor's Responsibility for Work, District of Columbia Department of Public Works Standard Specifications for Highways and Structures 2009" only when (a) an emergency condition as set forth in a proclamation issued by the Mayor (Mayor's Declaration of a State of Emergency) exists or (b) damages resulting from a single "Act of God" exceed \$150,000. The District may issue a change order to cover the proven documented expenses in (a) above, or in (b) when the repair costs exceeds \$150,000.

- I.10.2 Subject to section I.10.1 above, the contractor shall repair at no additional cost to the District, all assets that incur damage from any cause, including those set forth below in I.10.2.1 through I.10.2.17:
  - I.10.2.1 Tree limb damages to the streetlight system;
  - I.10.2.2 falling tree damages to the streetlight system;
  - I.10.2.3 flooding that causes damage to the streetlight system;
  - I.10.2.4 lightning hits that causes damage to the streetlight system;
  - I.10.2.6 transportation devices that damage the streetlight system due to inclement weather;
  - I.10.2.6 transportation devices that damage the streetlight system;
  - I.10.2.7 wind damage to streetlight system;
  - I.10.2.8 fire damage by unknown causes that damage the streetlight system;
  - I.10.2.8 snow, hail and ice storms that damage the streetlight system;
  - I.10.2.10 earthquakes that damage the streetlight system;
  - I.10.2.10 hurricane damage to the streetlight system;
  - I.10.2.11 tornado damage to the streetlight system;
  - I.10.2.13 rain damage to the streetlight system;
  - I.10.2.14 delinquent private property that damages the streetlight system;
  - I.10.2.15 unexplained explosions that damage the streetlight system;
  - I.10.2.15 extreme heat that damages the streetlight system; and
  - I.10.2.17 extreme cold that damages the streetlight system.

## **I.11 DELAY OF WORK**

- I.11.1 Should an Act of God prevent the contractor from performing timely maintenance under the terms and conditions of this contract, an additional time will be granted at the discretion of the CO to make the repairs without assessment of damages, provided an extension of time is requested the following business day.
- I.11.2 When weather conditions are such that roadways and alleys become impassable, the CO may allow a grace period for time critical responses, provided an extension of time is requested the following business day.
- I.11.3 Unavoidable Obstructions - When unavoidable obstructions are such that the work site becomes inaccessible, such as but not limited to road, bridge, METRO or building construction, abandoned vehicles and trash, the CA may allow a grace period for time critical responses, provided an extension of time is requested the next business day and verification is made by the CO.
- I.11.4 Vandalism - As a result of repeated repairs at a location, documented by the Contractor with the CO, allowances may be made for repairs not made within the specified response time.

## **I.12 LIQUIDATED DAMAGES:**

- I.12.1 If the Contractor does not respond to a time critical issue within the specified time noted in the applicable performance standard, the CO may assess liquidated damages.
- I.12.2 Replace 108.07 of the District of Columbia Department of Public Works Standard Specifications for Highways and Structures with the following
- I.12.3 For each repair that the Agency Chief Contracting Officer undertakes pursuant to clause I.10, the contractor shall also be assessed liquidated damages in the amount of \$800. This amount represents the approximate cost to DDOT TOA of having to have the Contractor stop work and transferring the work to another contractor. As noted in H.10, the Agency Chief Contracting Officer will also deduct the cost to DDOT of performing those repairs from the Contractor's monthly payment.

## **I.13.2 BONDING**

The Contractor shall provide Performance and Payment Security.

- I.13.2.1 **Performance Security:** Prior to contract execution and within seven days after being called upon by the District to do so, the Contractor shall provide the District with a performance security securing performance and fulfillment of the contractor's obligations under the contract. Acceptable forms of security are: 1) a bond certified check payable to the "District of Columbia Treasurer," irrevocable letter of credit issued by an insured financial institution or United States Government securities that are assigned to the District and which pledge the full faith and credit of the United States. Due to the essential and critical nature of the goods and services being specified in this RFP, the performance security shall be in an amount equal to 100 percent of the

Contractor's proposed contract price for all construction tasks for the basic term of the contract. Any change in work, extension of time, or termination of this contract, shall in no way release the contractor or any of its sureties from any of their obligations. If any modifications which increase the total contract price by \$1,000,000 or more are made to the contract resulting from this RFP after contract execution, the contractor shall be required to provide an additional performance security, or increase its existing security, in an amount such that the total security remains equal to 100 percent of the contract's total price. Any such additions or increases in the posted performance security shall be made within 30 days of execution of the contract modification. Thirty (30) days prior to the expiration of each contract term, the Contractor shall submit performance security, in an amount such that the total security remains equal to 100 percent of the subsequent contract's total price.

I.13.2.2      **Payment Security:** Prior to contract execution and within seven days after being called upon by the District to do so, the successful Contractor shall provide the District with a payment security that ensures payment as required by law to all persons supplying labor or material in the performance of construction related tasks provided for in the contract. Acceptable forms of securities are as discussed above in the Performance Security section I.13.2.1.

**SECTION J.1: LIST OF ATTACHMENTS**

- J.1.1 General Provisions for Federally Funded Contracts, Revised 3/2/2001
- J.1.2 Wage Determination No. 2005-2103, Revision No. 13 dated 06/19/2013
- J.1.3 General Decision Number: DC140001 dated 05/30/2014, Mod No. 8
- J.1.4 Tax Certification Affidavit
- J.1.5 Bid Bond
- J.1.6 Performance Bond
- J.1.7 Payment Bond
- J.1.8 Certification Package:
  - 1) Non-Collusion Affidavit
  - 2) Certification of Eligibility
  - 3) Certification Regarding Debarment
  - 4) Certification for Grants, Loans & Cooperative Agreements
  - 5) Equal Employment Opportunity Certificate
  - 6) Payment to Subcontractors and Suppliers Certificate
  - 7) Certification - DDOT Disadvantaged Business Enterprise/Subcontractor (DBE and Non-DBE) Information
  - 8) Assurance of Compliance with Equal Employment Opportunity Requirements
  - 9) Disclosure of Lobbying Activities
- J.1.9 Bidder/Offeror Certification Form

**SECTION J.2: LIST OF APPENDICES**

A	Reserved
B	Performance Measures
C	Reserved
D	Asset Inventory
E	Reserved
F	Data Standards
G	DDOT Standard Specifications for Highways and Structures -2009 (Blue Book), Material Specifications (Blue Book) and Design and Engineering Manual- (Website Address)
H	Reserved
I	PEPCO Requirements
J	Tree Trimming Diagram
K	Specialty Lighting
L	White Light Areas
M	List of Ongoing Projects (Website Address)
N	South Capitol Street Bridge Electrical Control System Operation and Maintenance Manual and Navigation Lights Asset Summary
O	National Park Service Requirements
P	Reserved
Q	Washington, DC Historic Districts and Streets (Map) - THESE MAPS ARE AVAILABLE FOR VIEWING IN THE BID ROOM
R	Architect of the Capitol
S	Maps of the Metropolitan Police Department Crime Emergency Focus Areas

T	ROAM Specifications
U	LED Specifications
V	Bike Trail Lights Specifications
W	Reserved
X	Maps of Wards
Y	Estimated Material Usage

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

**K.1** Bidder/Offeror Certifications available at [www.ocp.dc.gov](http://www.ocp.dc.gov) click on "Solicitation Attachments"

## **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 Agency Chief 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** This solicitation will be conducted at the DDOT/OCP Bid Room, located at 55 M Street, SE, 4<sup>th</sup> Floor, Washington, DC 20003. To be considered, a bidder must submit its bid before the closing date and time noted on the Solicitation, Offer and Award (page one) of the contract. Submit one original and four (4) copies of your bid and one compact disc (CD).

**L.2.2** All attachments shall be submitted as a .pdf file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

**L.2.1.1** Include with your bid submission a Bid Bond, Performance Bond, Payment Bond, Bidder/Offeror Certification Form, Tax Certification Affidavit, and Certification Package (Refer to Attachment J.1.8).

**L.2.2** The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.

**L.2.3** 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.2.4** The bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs will render the bid non-responsive and disqualify a bid.

**L.2.5** The bidders shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

### **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 **June 23, 2014** as specified in Section A.9.

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

RESERVED

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

**L.6.1 Late Submissions**

The District will not accept late bids or modifications to bids after the closing date and time for receipt of bids.

**L.6.2 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.7 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.8 QUESTIONS ABOUT THE SOLICITATION**

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the question electronically via email to the Agency Chief Contracting Officer. The prospective bidder should submit questions no later than two days prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than three days before the date set for submission of bids. The District will furnish responses via Amendment. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidder. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

**L.9 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, 441 4<sup>th</sup> Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO.

#### **L.10 ACKNOWLEDGMENT OF AMENDMENTS**

The bidder shall acknowledge receipt of any amendment to this solicitation by US Mail or Hand Delivered. 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.11 BIDS WITH OPTION PERIODS**

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

#### **L.12 LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

**L.12.1** Name, address, telephone number and federal tax identification number of bidder;

**L.12.2** 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.12.3** 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.13 BID OPENING**

The District shall make publicly available the name of each bidder, the bid price, and other information that is deemed appropriate.

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

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

Courtney Lattimore, Agency Chief Contracting Officer  
District Department of Transportation  
Office of Contracting and Procurement  
55 M Street, SE, 7<sup>th</sup> Floor  
Washington, DC 20003  
Email: [Courtney.lattimore@dc.gov](mailto:Courtney.lattimore@dc.gov)  
Phone: (202) 478-9123

### **L.15 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.15.1** 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, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (g) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (h) Has not exhibited a pattern of overcharging the District;
- (i) Does not have an outstanding debt with the District or the federal government in a delinquent status; and

- (j) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

**L.15.2** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility 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 non-responsible.

**L.16 SPECIAL STANDARDS OF RESPONSIBILITY**

Not applicable

## **SECTION M: EVALUATION FACTORS**

### **M.1 EVALUATION OF OPTION YEARS**

Not applicable.

**ATTACHMENT J.1.1**

**GENERAL PROVISIONS FOR FEDERALLY FUNDED CONTRACTS  
REVISED 3/2/2001**

**GENERAL PROVISIONS**

**(Federally Funded Agreements)**

**February 19, 1981**

**REVISED 3/2/2001**

**ATTACHMENT B**

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## GENERAL PROVISIONS

### 1. DEFINITIONS:

The terms "Mayor" and "Contract Appeals Board" shall mean the Mayor of the District of Columbia and the Contract Appeals Board of the District of Columbia. The term "Contracting Officer" shall mean the contracting Officer of the District of Columbia District Department of Transportation or his Authorized Representative. The term "DC DDOT" shall mean the District of Columbia District Department of Transportation. The term "U.S. DOT" shall mean the United States Department of Transportation. The term "FHWA" shall mean the Federal Highway Administration of the U.S. DOT. The term "Consultant" shall mean, the Consultant, an individual, association, joint venture, corporation or any other like term, and its heirs, its executors and its administrators or successors.

### 2. PROPRIETARY RIGHTS:

A. PATENT RIGHTS: The parties to this Agreement agree that all rights accruing from discoveries or inventions resulting from work described herein shall be the sole property of the Consultant. The Consultant agrees and hereby grants to the District, all state highway departments and the United States an irrevocable, non-exclusive, non-transferable and royalty-free license to practice each invention in the manufacture, use and disposition of any article, material or method that may be developed as a part of the work under this Agreement.

B. COPYRIGHTS: Copyrights resulting from work described herein shall be the sole property of the Consultant. The Consultant agrees and does hereby grant to the District, all state highway departments and United States a royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use and to authorize others to use the work for Government purposes.

### 3. PATENTS AND COPYRIGHT INFRINGEMENT:

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

### 4. CHANGES:

The Contracting Officer may, at any time by a written order and without notice to the sureties, make changes in the work and services to be performed under this Agreement and within the general scope thereof. If such changes cause an increase or decrease in the cost of performing the work and services under this Agreement or in the time required for its performance, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. Any claim under this Provision must be made in writing to the Contracting Officer within ten (10) consecutive calendar days from the date the change is ordered. Provided, however, the Contracting Officer, if he determines that the facts justify such action, may receive, consider and adjust any such claim made at any time prior to the date of final settlement of this Agreement. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Provision 14 hereof. Nothing provided in this Provision shall excuse the Consultant from proceeding with the prosecution of the work so changed.

5. INDEMNIFICATION AGREEMENT:

The District shall have an absolute right of indemnity against any and all claims or liability arising from or based on, or as a consequence or result of, any negligent act, error, omission or fault of the Consultant, its employees, or its subconsultants, in the performance of, or in connection with any services required, contemplated or performed under the contract; any and all claims or liability arising from or based on, or as a consequence or result of, any act of approval, inspection, supervision, or acceptance, or any failure to approve, inspect, supervise, or accept, by the District and any of its officers, agents, servants and employees, where such act or failure to act causes or contributes to any negligent act, error, omission or fault of the Consultant, its employees, or its subconsultants, in the performance of, or in connection with any services required, contemplated or performed under the contract. Monies due or to become due the Consultant under this contract, may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Consultant.

6. APPOINTMENT OF ATTORNEY:

A. The Consultant shall designate and appoint a person, located within the District, whether the Consultant himself, an individual, a partnership or corporation or member thereof, an attorney, attorney-in-fact, agent, or representative, who shall receive service of all notices and process issued by any court or agency of the District and all pleadings or other papers related to any legal action or proceedings arising out of, or pertaining to, this Agreement or the work required by, or performed hereunder.

B. The Consultant expressly agrees that the validity of any service upon the person or entity designated pursuant to Section 1 hereof shall not be affected either by the fact that the said Consultant was personally within the District and otherwise subject to personal service at the time of such service upon the designated person or entity or by the fact that the Consultant failed to receive a copy of such process, notice, pleading or other paper so served upon the designated person or entity.

C. The Consultant shall immediately inform the Contracting Officer in writing of any change in the designation required by Section 1 hereof, whether such change is in the designee, the address or telephone numbers.

7. EMPLOYMENT OF DISTRICT EMPLOYEES:

The Consultant shall not, without written permission from the Contracting Officer, engage the services of any person or persons in the employment of the District for any work required by the terms of this Agreement for the period of this Agreement.

8. POST-GOVERNMENT EMPLOYMENT CONFLICT OF INTEREST:

A. Pursuant to Public Law 95-521, as amended, no former employee of the United States or Government of the District of Columbia:

1. Shall knowingly represent the Consultant before any Government agency through personal appearance or communication in connection with a matter involving specific parties to this Agreement where the former Government employee participated personally and substantially in the matter while in Government employ.

2. Shall, within two (2) years after terminating Government employment, knowingly represent the Consultant before any Government agency through personal appearance or communication in connection with a matter involving specific parties to this Agreement, where the matter was pending under the official responsibility of the former employee within one (1) year prior to termination of Government service.

B. Pursuant to Public Law 95-591, as amended, no former senior level officer or former senior level employee of the United States Government or the District of Columbia Government, named in or designated by the Director of the Office of Government Ethics under Section 207(d) of Title 18 USC:

1. Shall, within two (2) years after terminating Government employment, knowingly represent or aid, counsel, advise, consult or assist in representing any other person by personal presence at any formal or informal appearance before any Government agency in connection with a matter involving specific parties, where the former employee participated personally and substantially in that matter while in Government employ.

2. Shall, within one (1) year after terminating Government employment, knowingly act as an agent or attorney for or otherwise represent anyone in any formal or informal appearance before or, with the intent to influence, make any written or oral communication on behalf of anyone to (1) his or her former Department or agency or any of its officers or employees, or (2) in connection with any particular Government matter, whether or not involving a specific party, which is pending before such Department or agency or in which it has a direct and substantial interest.

9. LAWS TO BE OBSERVED:

The Consultant at all times shall observe and comply with all laws, regulations, orders and decrees of the United States and of the District, and shall indemnify and save harmless the District and all of its officers, agents and servants against any and all claims or liability arising from or based on the violation of any such law, regulation, order or decree, whether by the Consultant or any employee or agent of the Consultant associated with him, including any person, firm or corporation having the status of an independent contractor engaged by the Consultant in the performance of, or in connection with the work required by this Agreement.

10. WAIVER:

No action or non-action of the District shall be construed as a waiver of any provision or any breach of this Agreement unless the same has been expressly declared and recognized as a waiver by the Contracting Officer in writing. No waiver so declared and recognized as such in writing by the Contracting Officer shall operate as a waiver of any other provision of subsequent breaches of the same or other provisions of this Agreement.

11. PERFORMANCE BY THE CONSULTANT:

Except as otherwise expressly provided In this Agreement, none of the work or services required by this Agreement to be performed by the Consultant shall be performed by anyone other than Consultant or regular salaried employees of the Consultant, including subconsultants, without express written consent of the Contracting officer, and any violation of this Provision shall entitle the Contracting Officer to reduce the compensation otherwise payable to the Consultant whether or not the Contracting Officer terminates this Agreement or any part hereof for violation of this Provision or for any other reason.

12. TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT:

The District reserves the right to terminate this contract in whole or In part, for the convenience of the Government in accordance with the provisions of Chapter 37 of the D.C. Procurement Regulations, Title 27 DCMR (July, 1988).

13. AUTHORITY OF THE CONTRACTING OFFICER:

The Contracting Officer represents that he or she has the authority to take any action provided for herein on behalf of the District, including approval, certification, acceptance and changes within the scope of the work.

14. DISPUTES:

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

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

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

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

C. Claims by the District against a Contractor

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

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

15. OFFICIALS NOT TO BENEFIT:

No Member or no Delegate to Congress nor Resident Commissioner nor officer nor employee of the District shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom, and any contract entered into by any Contracting Officer in which he or any officer or employee of the District shall be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this Provision shall not be construed to extend to the Agreement if made with a corporation for its general benefit.

16. COVENANT AGAINST CONTINGENT FEES:

The Consultant warrants that he has not employed any person to solicit or secure this Agreement upon any agreement for a bonus, commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Contracting Officer the right to terminate this Agreement, or, in his discretion, to deduct from the Agreement price or consideration the amount of such bonus, commission, percentage, brokerage or contingent fees. This warranty shall not apply to commissions payable by the Consultant upon contract or sales secured or made through bonafide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

17. CONSULTANT'S WARRANTY AGAINST DEBARMENT:

The Consultant, in compliance with Section 29.510 of the debarment regulation (49 CFR 29), shall certify at the time of the bid opening that he/she or anyone associated therewith in any capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds) is not suspended, debarred or voluntarily excluded from or otherwise determined ineligible to receive award of or performance on D.C. or Federally-funded projects.

If at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, he/she shall provide immediate written notification to the Contracting Officer.

Furthermore, the Consultant agrees that he/she shall not knowingly subcontract any company or person which/who is debarred, suspended, declared ineligible or voluntarily excluded from participation on D.C. or Federally-funded projects.

The Consultant, when subcontracting, or when soliciting for subcontractors, further agrees to certification regarding debarment, and to include the clause titled 'Certification Regarding Debarment, Suspensions, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction' without modification in all lower tier covered transactions.

Finally, this General Provision serves to apprise the Consultant that if he/she knowingly subcontracts with a company or person which/who is suspended, debarred, ineligible or voluntarily excluded from participation on D.C. or federally-funded projects, in addition to other remedies available to the District of Columbia and Federal Government, the contracting Officer may terminate the contract for Cause of Default.

The foregoing requirements apply as well to their full extent to suppliers, vendors, materialmen, et al. The Consultant shall comply with this General Provision by submitting with his/her Agreement a completed and notarized Certification."

18. NON-ASSIGNABILITY, DEATH OR DISABILITY:

This Agreement is for the services of the Consultant and is not assignable by him. Where the services of a partnership are engaged as Consultants, each partner shall be held fully responsible for, and shall actively participate in all work provided for herein from date of execution of this Agreement until the services have been completed and accepted by the District; provided, however, that the death, incapacitation or retirement of one or more of the partners shall not, of itself, be deemed to incapacitate the other or remaining partner,, provided the remaining partners are, in the judgment of the Contracting Officer, able and competent to carry out the terms of this Agreement, in which latter event no reduction shall be made in the compensation on account of such death, incapacitation or retirement. In the event one or more of the remaining partners is determined by the District to not be competent to carry out the terms of this Agreement, the District may reduce compensation in proportion to the number of partners thus deemed not competent to complete the Agreement.

19. DOCUMENTATION:

The Consultant shall, where appropriate, document the results of his work to the satisfaction of the District and the FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of agreement objectives.

20. SUBCONTRACTS.

The Consultant shall be required to perform all work not subcontracted under General Provision 27, Section D (Goal for DBE Participation) except specialized services or other tasks specifically exempted in this Agreement, provided, however, that governmental recipients of 23 U.S.C. 104(f) or 402 funds may subcontract as necessary to accomplish approved work program activities.

All subcontracts exceeding \$10,000 in cost shall incorporate all required provisions of these General Provisions by reference thereto.

21. COST PRINCIPLES:

Cost principles contained in 41 CFR 1-15 (Federal Procurement Regulations) and Subpart 1-15.2, as modified by subpart 1-15.102, apply to this Agreement.

22. AUDIT INSPECTION AND RETENTION OF RECORDS:

The Consultant shall permit the authorized representatives of the District, the U.S. DOT and the Comptroller General of the United States to inspect and audit all data and records of the Consultant relating to performance or transactions under the Agreement until the expiration of three (3) years after final payment.

The Consultant further agrees that the District, the U.S. DOT and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subconsultant.

With respect to records which relate to (1) appeals under the "Disputes" clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, the periods of access and examination described above shall continue until such appeals, litigation, claims or exceptions have been finally resolved.

23. CLEAN AIR AND WATER:

The standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), prohibiting the use of facilities Included on the EPA List of Violating Facilities under non-exempt Federal contracts, grants or loans, are applicable to this contract and to each subcontract hereunder, where such amounts are in excess of \$100,000.

The Consultant shall report any notices of violation to the Contracting Officer and to the U.S. EPA Assistant Administrator for Enforcement. (EN-329).

24. EQUAL OPPORTUNITY OBLIGATION:

During the performance of this Agreement, the Consultant shall comply with, Mayor's Order 85-85 dated June 10, 1985 and implementing guidelines published as Chapter 11 in DISTRICT OF COLUMBIA REGISTER, dated August 15, 1986.

25. NON-DISCRIMINATION REQUIREMENTS:

During the performance of this Agreement, the Consultant agrees as follows:

A. Compliance with Regulations. The Consultant shall comply with the regulations of the U.S. DOT relative to non-discrimination in federally-assisted programs of the U.S. DOT (49 CFR Part 21 appendix H and 23 CFR 710.405(b), hereinafter referred to as "the Regulations"), which are incorporated by reference and made part of this Agreement.

B. Non-Discrimination. The Consultant, in fulfilling the provisions and requirements of this Agreement, after execution thereof and prior to completion of its terms and conditions by the said Consultant, shall not

discriminate on the grounds of race, color, religion, age, sex or national origin in the selection and retention of contractors and subcontractors, including procurements of materials and leases of equipment, The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the Consultant for work under this Agreement to be performed under a contract and/or a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of his obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color, religion, age, sex or national origin.

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

E. Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the non-discrimination provisions of this Agreement, the District shall impose such sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Consultant under this Agreement until the Consultant complies; and/or
2. Cancellation, termination or suspension of this Agreement in whole or in part.

F. Incorporation of Provisions. The Consultant shall include the provisions of sections (1) through (6) in every contract and subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations or orders and instructions issued pursuant thereto. The Consultant shall take such action with respect to any contract and subcontract or procurement as the District or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the consultant becomes involved in, or is threatened with, litigation with a contractor or subcontractor or supplier as a result of such direction, the Consultant shall notify the District of the litigation in writing. The Consultant may request the District to enter into such litigation to protect the interests of the District, and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

26. EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES:

A. General: The requirements of Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60) shall apply to the Consultant and to each subcontract hereunder, where such amounts are in excess of \$10,000. The requirements set forth herein supplement these orders.

B. Equal Employment Opportunity Policy: The Consultant shall accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons and to promote the full realization of equal employment opportunity through a positive continuing program:

"It is the policy of this Consultant to assure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, age, sex or national origin. Such action shall include: employment, upgrading, demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship and/or on-the-job training."

C. Equal Employment Opportunity Officer: The Consultant shall designate and make known to the Contracting Officer an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who shall be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who shall be assigned adequate authority and responsibility to do so.

D. Dissemination of Policy: All members of the Consultant's staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, or who are substantially involved in such action shall be made fully cognizant of, and shall implement the Consultant's equal employment opportunity policy and contractual responsibilities. To ensure that the above Agreement will be met, the following actions shall be taken as a minimum:

1. Periodic meetings of supervisory and personnel office employees shall be conducted before the start of work and then not less often than once every six (6) months, at which time the Consultant's equal employment opportunity policy and its implementation shall be reviewed and explained. The meeting shall be conducted by the EEO Officer or other knowledgeable company official.

2. All new supervisory or personnel office employees shall be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Consultant's equal employment opportunity obligations within thirty (30) days following their reporting for duty with the Consultant.

3. The EEO Officer or knowledgeable company official shall instruct all employees engaged in the direct recruitment of employees for the project relative to the methods following by the Consultant in locating and hiring minority group employees.

In order to make the Consultant's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., employment agencies, labor unions (where applicable), schools, college placement officers, etc., the Consultant shall take the following actions:

- a. Notices and posters setting forth the Consultant's equal employment opportunity policy shall be placed in areas readily accessible to employees, applicants for employment and potential employees.

- b. The Consultant's equal employment opportunity policy and the procedures to implement such policy shall be brought to the attention of employees by means of meetings, employee handbooks or other appropriate means.

E. Recruitment: When advertising for employees, the Consultant shall include in all advertisements for employees the notation: "An Equal Opportunity Employer". He shall insert all such advertisements in newspapers or other publications having a large circulation among minority groups in the area from which the project workforce would normally be derived.

The Consultant shall, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, state employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Consultant shall, through his EEO Officer, identify sources of potential minority group employees and establish with such identified sources procedures whereby minority group applicants may be referred to the Consultant for employment consideration.

The Consultant shall encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants shall be discussed with employees.

F. Personnel Actions: Wages, working conditions and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff and termination, shall be taken without regard to race, religion, color, age, sex or national origin. The following shall be followed:

1. The Consultant shall periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

2. The Consultant shall periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Consultant shall promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective actions shall include all affected persons.

3. The Consultant shall investigate all complaints of alleged discrimination made to the Consultant in connection with his obligations under this Agreement, shall attempt to resolve such complaints and shall take corrective action. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Consultant shall inform every complainant of all the complainant's avenues of appeals.

G. Training and Promotion: The Consultant shall assist in locating, qualifying and increasing the skills of minority group employees and applicants for employment. Consistent with his manpower requirements and as permissible under Federal and District regulations, the Consultant shall make full use of training programs, i.e., preapprenticeship, apprenticeship and/or on-the-job training programs for the Consultant's geographical area. The Consultant shall advise employees and applicants for employment of available training programs and entrance requirements for each. The Consultant shall periodically review the training and promotion potential of minority group employees and shall encourage eligible employees. to apply for such training and promotion.

H. Unions: If the Consultant relies in whole or in part upon unions as a source of his workforce, he shall use his best efforts to obtain the cooperation of such unions to increase minority group opportunities within the unions, and to effect referrals by such unions of minority group employees. Actions by the Consultant shall include the procedures set forth below:

1. Use his best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members for membership in the unions and increasing the skills of minority group employees so that they may qualify for higher paying employment.

2. Use his best efforts to incorporate an equal employment opportunity clause into all union agreements to the ends that such unions will be contractually bound to refer applicants without regard for race, religion, color, age, sex or national origin.

3. In the event a union is unable to refer applicants as required by the Consultant within the time limit set forth in the union agreement, the Consultant shall, through his recruitment procedures, fill the employment vacancies without regard to race, religion, color, age, sex or national origin, making full efforts to obtain qualified minority group persons.

I. Records and Reports: The Consultant shall keep records as necessary to determine compliance with the Consultant's equal employment opportunity obligations. The records shall be designed to indicate:

1. The number of minority and non-minority group members employed in each work classification on the project.

2. The progress and efforts being made in cooperation with unions to increase minority group employment opportunities (applicable only to consultants who rely in whole or in part on unions as a source of their workforce).

3. The progress and efforts being made in locating, hiring, training, qualifying and upgrading minority group employees.

Such records shall be retained for a period of three (3) years following completion of work under this Agreement and shall be available at reasonable times and places for inspection by authorized representatives of the DC DDOT and the FHWA. The Consultant shall submit a monthly report to DC DDOT for the first three (3) months after work under this Agreement begins, and thereafter upon request, for the duration of the project, indicating the number of minority and non-minority group employees currently engaged in each work classification required by this Agreement.

## 27. DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

A. Policy - It is the policy of the U.S. Department of Transportation that DBEs, as defined in 49 CFR Part 26 shall have the equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements contained in the above cited regulation are applicable on this contract and shall be complied with by all consultants.

B. DBE Obligation- The prime consultant agrees to ensure that DBEs, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of subcontracts on this federally-funded contract and that he/she shall not discriminate on the basis of race, color, national origin, age, sex or handicap in the prosecution of this contract

All offerors are required to submit a written certification that they have read, understand and will comply with these requirements.

C. Definitions - The following definitions apply to this contract:

1. "Disadvantaged business" means a small business concern, (a) which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
2. "Small business concern" means a small business as defined pursuant to Section (3) of the Small Business Act, as amended, including all applicable and relevant rules and regulations promulgated pursuant thereto.
3. "Socially and economically disadvantaged individuals who are citizens of the United States ( or lawfully admitted permanent residents) and who are:
  - a. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
  - b. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
  - c. "Native Americans", which includes persons who are American Indian, Eskimos, Aleuts, or Native Hawaiians;
  - d. "Asian-Pacific Americans" which includes persons whose origins are from Japan, China Taiwan, Korea, Vietnam, Laos, Cambodia, Burma, Thailand, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
  - e. "Asian-Indian Americans", which includes persons who origins are from India, Pakistan and Bangladesh
  - f. Women ( of all races); and

- g. "Any other minorities or individuals found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) and 8(d) of the Small Business Act, as amended, (15 U.S.C. 637(a)).

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

#### D. Goal

The District Department of Transportation will establish a yearly overall goal for DBE participation. DDOT will institute contract goals only in the event that the overall yearly goal cannot be met utilizing the race neutral method of procurement. While no specific contract goal has been established, offerors are encouraged to utilize DBE firms to perform work on this project.

**Specific information from your firm and all firms, both DBE and non-DBE from which quotations were received or discussions were held in conjunction with this solicitation is required . Please provide the information requested with regard to potential DBE and non-DBE firms as requested in the DBE/Subcontractor (DBE and non-DBE) certification form which should be made a part of your response to the request for qualifications.**

A complete DBE plan containing a list of the DBE firms to be used on this project will be submitted with the proposal. This list should contain the name and address of each DBE firm, amount of award and area of work to be performed.

Furthermore, offerors are advised that they will be required to provide proof of actual payment to DBE firms utilized on this project by providing cancelled checks for each payment made.

Offerors are advised that each proposed DBE participant must have a valid certification at the time of proposal submission.

#### E. Good Faith Efforts (If Contract Goals are Found Necessary)

On any project on which contract goals have been established, all offerors who submit proposals shall document steps taken to obtain DBE participation, including, but not limited to, the following listed efforts as well as any others from 49 CFR Part 26, Appendix A - Guidance Concerning Good Faith Efforts and shall make this documentation and other pertinent records available to the Contracting Officer and his representative.

- a. Publishing of advertisements in area newspapers, various trade association publications and minority-oriented publications for at least fifteen (15) days.
- b. Written notification to a reasonable number of specific DBEs soliciting their interest in sufficient time to allow them to respond
- c. Follow-up to determine which DBEs were genuinely interested
- d. Negotiations with DBEs for specific sub bids, including at a minimum:
  - i. The names, addresses and telephone numbers of DBEs with whom negotiations occurred.
  - ii. A description of information provided to solicited DBEs describing plans and specifications for various portions of the project proposed for DBE participation and opportunities provided to the DBE firms for entering into consulting

- agreements. This statement also shall explain what efforts were made to assist firms contacted to obtain necessary technical and financial assistance.
- iii. A statement explaining the lack of additional DBE subconsulting agreements. This statement shall explain the reasons for the DBE exclusions.

This documentation must be made available, upon request, to DDOT, Construction Contract Branch, 2000 - 14th Street, N.W., 6th Floor, Washington, DC 20009.

#### DBE Directory

Information pertaining to lists of certified DBEs may be obtained by contacting:

DC District Department of Transportation  
Construction Contract Branch  
2000 14th St. NW 6th Floor  
Washington, DC 20009  
202/671-2270

#### 28. TAXES:

The Government of the District of Columbia is exempt from, and will not pay, Federal Excise Taxes and DC Sales and Use Tax. BIDDERS MUST EXCLUDE SUCH TAXES, AS WELL AS STATE AND CITY TAXES FROM THEIR BIDS.

29. DEFAULT:

A. The District may, subject to the provisions in Chapter 37 of the D. C. Procurement Regulations, 27 DCMR (July 1988), and paragraph C. below, by written notice of default to the Consultant, terminate the whole or any part of this contract in any of the following circumstances:

1. If the Consultant fails to make satisfactory delivery of the supplies or to satisfactorily perform the services within the time specified herein or any extension thereof; or
2. If the Consultant fails to satisfactorily perform any of the other provisions of this contract, or so fails to make satisfactory progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
3. If the consultant fails or refuses to go forward with the work in accordance with the directions of the Contracting Officer; or
4. If the Consultant expresses through word or conduct an intention not to complete the work in a timely manner; or
5. If the Consultant fails to perform any of the other provisions of the contract.

B. In the event the District terminates this contract in whole or in part as provided in paragraph A. of this clause, the District may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated, and the Consultant shall be liable to the District for any excess costs of reprocurring said similar supplies or services, provided the Consultant shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

C. The Consultant shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the District or Federal Government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

D. If this contract is terminated as provided in paragraph A. of this clause, the District, in addition to any other rights provided by applicable law or regulation, may require the Consultant to transfer title and deliver to the District, in the manner and to the extent directed by the Contracting Officer, (1) completed supplies and (2) such partially completed supplies and materials, parts, tools, dies, jig, fixtures, plans, drawings information and contract rights (hereinafter called "manufacturing materials") as the Consultant has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Consultant shall, upon direction of the Contracting Officer, protect and preserve property in the possession of the Consultant in which the District has an interest. Payment for completed supplies delivered to and accepted by the District shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the District and for the protection and preservation of property shall be in an amount agreed upon by the Consultant and Contracting Officer; failure to agree to such amount shall be a dispute concerning within the meaning Of the clause of this contract entitled "DISPUTES". The District may withhold from amounts otherwise due the Consultant for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

E. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Consultant was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the contract had been terminated for the convenience of the District. The Consultant shall submit a settlement proposal in accordance with Chapter 37 of the D. C. Procurement Regulations, 27 DCMR (July 1988). Failure to agree to, or the amount of, the settlement shall constitute a dispute within the meaning of the clause of this contract entitled "DISPUTES".

F. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, regulation or this contract.

**ATTACHMENT J.1.2**

**WAGE DETERMINATION NO. 2005-2103, REVISION NO. 13, DATED  
06/19/2013**

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

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

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

States: District of Columbia, Maryland, Virginia

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

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.43
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.98
01410 - Supply Technician		28.55
01420 - Survey Worker		20.03
01531 - Travel Clerk I		13.29
01532 - Travel Clerk II		14.36
01533 - Travel Clerk III		15.49
01611 - Word Processor I		15.63
01612 - Word Processor II		17.67
01613 - Word Processor III		19.95

05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75
12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50

12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	20.17
12236 - Optical Technician	15.80
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	21.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	33.88
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.92
14160 - Personal Computer Support Technician	26.22
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	35.31

15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	26.80
15090 - Technical Instructor	25.08
15095 - Technical Instructor/Course Developer	30.67
15110 - Test Proctor	20.20
15120 - Tutor	20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	12.94
16070 - Finisher, Flatwork, Machine	9.88
16090 - Presser, Hand	9.88
16110 - Presser, Machine, Drycleaning	9.88
16130 - Presser, Machine, Shirts	9.88
16160 - Presser, Machine, Wearing Apparel, Laundry	9.88
16190 - Sewing Machine Operator	13.78
16220 - Tailor	14.66
16250 - Washer, Machine	10.88
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.14
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	15.09
21130 - Shipping/Receiving Clerk	15.09
21140 - Store Worker I	11.72
21150 - Stock Clerk	16.86
21210 - Tools And Parts Attendant	18.02
21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.21
23021 - Aircraft Mechanic I	25.83
23022 - Aircraft Mechanic II	27.21
23023 - Aircraft Mechanic III	28.53
23040 - Aircraft Mechanic Helper	17.54
23050 - Aircraft, Painter	24.73
23060 - Aircraft Servicer	19.76
23080 - Aircraft Worker	21.01
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	26.02
23130 - Carpenter, Maintenance	21.40
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76

23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57

27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13
29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.98
30461 - Technical Writer I	21.93
30462 - Technical Writer II	26.84
30463 - Technical Writer III	32.47
30491 - Unexploded Ordnance (UXO) Technician I	24.74
30492 - Unexploded Ordnance (UXO) Technician II	29.93
30493 - Unexploded Ordnance (UXO) Technician III	35.88
30494 - Unexploded (UXO) Safety Escort	24.74
30495 - Unexploded (UXO) Sweep Personnel	24.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	25.19
Surface Programs	
30621 - Weather Observer, Senior (see 2)	27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85

31043 - Driver Courier	13.98
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	15.66
31362 - Truckdriver, Medium	17.90
31363 - Truckdriver, Heavy	19.18
31364 - Truckdriver, Tractor-Trailer	19.18
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.58
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.30
99252 - Laboratory Animal Caretaker II	12.35
99310 - Mortician	31.73
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	18.50
99711 - Recycling Specialist	22.71
99730 - Refuse Collector	16.40
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.

400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

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

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

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

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

\*\* UNIFORM ALLOWANCE \*\*

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

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

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

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

#### Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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

**ATTACHMENT J.1.3**

**GENERAL DECISION NUMBER DC140001 DATED 05/30/2014,  
MODIFICATION NO. 8**

General Decision Number: DC140001 05/30/2014 DC1

Superseded General Decision Number: DC20130001

State: District of Columbia

Construction Types: Heavy (Heavy and Sewer and Water Line) and Highway

County: District of Columbia Statewide.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines  
HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014
1	01/24/2014
2	01/31/2014
3	04/11/2014
4	04/25/2014
5	05/09/2014
6	05/16/2014
7	05/23/2014
8	05/30/2014

\* ASBE0024-001 10/01/2013

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.....	\$ 33.13	13.76

\* ASBE0024-002 10/09/2013

Rates	Fringes
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HAZARDOUS MATERIAL HANDLER

Includes preparation,  
wetting, stripping,  
removal, scrapping,  
vacuuming, bagging and  
disposing of all  
insulation materials,  
whether they contain  
asbestos or not, from  
mechanical systems.....\$ 20.86

5.46

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\* ASBE0024-005 10/01/2013

Rates

Fringes

Fire Stop Technician.....\$ 26.06

5.90

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

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BOIL0193-001 01/01/2014

Rates

Fringes

Boilermakers:.....\$ 38.07

22.58

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BRDC0001-001 05/04/2014

Rates

Fringes

Bricklayer.....\$ 29.17

8.61

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BRMD0001-004 05/04/2014

Rates

Fringes

BRICKLAYER

Refractory (Firebrick).....\$ 36.08 8.78

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CARP0132-001 05/01/2013

	Rates	Fringes
Carpenter/Lather.....	\$ 26.81	8.13
Piledriver.....	\$ 26.62	8.15

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CARP1831-001 04/01/2013

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

-----  
CARP2311-002 05/01/2013

	Rates	Fringes
DIVER TENDER.....	\$ 29.00	8.15
DIVER.....	\$ 37.74	8.15

-----  
ELEC0026-001 11/04/2013

	Rates	Fringes
Electricians.....	\$ 40.95	14.63

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ELEC0070-001 05/06/2013

	Rates	Fringes
Line Construction:		
Cable Splicers.....	\$ 33.00	19%+5.00
Equipment Operators.....	\$ 33.00	19%+5.00
Groundman.....	\$ 15.35	19%+5.00
Linemen.....	\$ 33.00	19%+5.00
Truck Driver.....	\$ 17.45	19%+5.00

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ENGI0077-001 05/01/2013

	Rates	Fringes
Power equipment operators: (HEAVY AND HIGHWAY CONSTRUCTION)		
GROUP 1.....	\$ 33.96	8.45+a+b
GROUP 2.....	\$ 32.89	8.45+a+b
GROUP 3.....	\$ 32.40	8.45+a+b
GROUP 4.....	\$ 31.65	8.45+a+b
GROUP 5.....	\$ 29.50	8.45+a+b
GROUP 6.....	\$ 24.68	8.45+a+b
GROUP 7.....	\$ 34.34	8.45+a+b

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Tower Cranes and Cranes 100 ton and over.

GROUP 2: 35 ton cranes & above, tower & climbing cranes, derricks, concrete boom pump, drill rigs (equivalent to L Double L), mole.

GROUP 3: Backhoes, cableways, cranes, cherry pickers, elevating graders, hoists, paving mixers, power shovels, tunnel shovels. batch plants, shields, tunnel mining machines, gradalls, front end loaders, 3 1/2 cu. yds. and above, power driven wheel scoops and scrapers (50 cu. yds. struck capacity or above), rail tamper, draglines boomcat, mucking machines, graders in tunnels, pile drivin engines.

GROUP 4: Front end loaders below 3 1/2 cu. yds, boom truck hydraulic backhoes 1/2 yds. capacity or below rubber or track mounted, tug boats, power driven wheel scoops & scrapers, blade graders, motor graders, bulldozers, trenching machines, concrete mixer, speed swing pettibone, ballast regulator, concrete pump, mechanic, welder, mechanic welder, shotcrete machines, Hoeram, locomotive (standard, narrow gauge), tuggers.

GROUP 5: High lifts above 10 feet, boilers (skelton), asph spreaders, bullfloat finishing machines, concrete finishin machines, concrete spreaders, fine graders, air compressors, welding machines, pumps, generators, well

points, deep wells, hydraulic pumps, elevators, freeze uniits, tunnel motorman or dinky operator, roller, conveyors, well drilling machines, grout pump, fireman.

GROUP 6: Fork lifts, ditch witch, bobcat 1/3 cu. yd. and below, space heaters, sweepers, assistant engineers, oiler

GROUP 7: Master mechanic.

a. PAID HOLIDAYS: New Years Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

b. PREMIUM PAY:

Tower crane and cranes 100-ton and over to receive \$1.00 p hour premium over Group One.

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 ENGI0077-002 06/01/2013

	Rates	Fringes
Power equipment operators: (PAVING AND INCIDENTAL GRADING)		
GROUP 1.....	\$ 27.49	7.00
GROUP 2.....	\$ 24.50	7.00
GROUP 3.....	\$ 21.04	7.00
GROUP 4.....	\$ 18.95	7.00
GROUP 5.....	\$ 28.15	6.80

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Gradall operator, Crane.

GROUP 2: Boom Truck, Milling Machine, Excavator, Rubber Ti Backhoe, Asphalt Paver, Asphalt Plant Engineer, Motor Grader, Track Loader, Rubber Tire Loader, Track Dozer, Concrete Paver.

GROUP 3: Broom Truck, Asphalt Roller.

GROUP 4: Air Compressor, Grade Rollers.

GROUP 5: Mechanic.

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ENGI0077-003 07/01/2013

	Rates	Fringes
Power equipment operators: (SEWER, GAS AND WATER LINE CONSTRUCTION)		
GROUP 1.....	\$ 24.30	7.15+a
GROUP 2.....	\$ 23.90	7.15+a
GROUP 3.....	\$ 23.39	7.15+a
GROUP 4.....	\$ 23.07	7.15+a
GROUP 5.....	\$ 22.25	7.15+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Excavators, Cranes, Gradalls.

GROUP 2: Backhoes, Front-end Loaders, Fork alift/Lull, Bulldozers, Motor Graders. Qualified Mechanics, Hydraulic Tamper and Hoe Pack, Paving Mixers, Pile Driving Engines, Batch Plant, Concrete Pumps, Low-Boy Driver, Lube Truck.

GROUP 3: Trenching Machine, Well Drilling Machines, Concre Mixers, Motor Graders, Truck Driver.

GROUP 4. Roller, Air Compressors, Pumps, Welding Machines, Well Points, Firemen.

GROUP 5: Oiler

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

IRON0005-001 06/01/2013

	Rates	Fringes
Ironworkers:		
Structural, Ornamental and Chain Link Fence.....	\$ 30.00	16.04

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 IRON0201-001 05/01/2012

	Rates	Fringes
Ironworkers:		
Reinforcing.....	\$ 26.50	16.68

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LABO0657-003 06/01/2013

	Rates	Fringes
Laborers: (HEAVY AND HIGHWAY AND SEWER & WATER LINES CONSTRUCTION)		
GROUP 1.....	\$ 22.82	6.97
GROUP 2.....	\$ 23.19	6.97
GROUP 3.....	\$ 23.39	6.97
GROUP 4.....	\$ 23.57	6.97
GROUP 5.....	\$ 24.07	6.97
GROUP 6.....	\$ 24.72	6.97
GROUP 7.....	\$ 25.34	6.97
GROUP 8.....	\$ 26.17	6.97

LABORERS CLASSIFICATIONS:

GROUP 1: Carloaders, choker setter, concrete crewman, crus feeder, demolition laborers, including salvaging all mater loading, cleaning up, wrecking, dumpmen, flagmen, fence erector and installer (other than chain link), including installation and erection of fence, guard rails, medial ra reference posts, guide posts and right-of-way markers, for strippers, general laborers, railroad track laborers, ripr man, scale man, stake jumper, structure mover, includes foundation, separation, preparation, cribbing, shoring, jacking and unloading of structures, water nozzleman, timb bucket and faller, truck loader, water boys, tool room men

GROUP 2: Combined air and water nozzleman, cement handler, dope pot fireman (nonmechanical), form cleaning machine, mechanical railroad equipment (includes spiker, puller, ti cleaner, tamper, pipe wrapper, power driven wheelbarrows, operators of hand derricks, towmasters, scootcretes, buggymobiles and similar equipment), tamper or rammer

operator, trestle scaffold builders over one tier high, po tool operator (gas, electric or pneumatic), sandblast or gunnite tailhose man, scaffold erector, (steel or wood), vibrator operator (up to 4 feet), asphalt cutter, mortar m shorer and lagger, creosote material handler, corrosive en or equl, paver breaker and jackhammer operators.

GROUP 3: Multi-section pipe layer, non-metallic clay and concrete pipe layer (including caulker, collarman, jointer rigger and jacker, thermal welder and corrugated metal cul pipe layer.

GROUP 4: Asphalt block pneumatic cutter, asphalt roller, walker, chainsaw operator with attachment, concrete saw (walking), high scalers, jackhammer operator (using over 6 feet of steel), vibrator operator (4 feet and over), well point installer, air trac operator.

GROUP 5: Asphalt screeder, big drills, cut of the hole dri (1 1/2 " piston or larger), down the hole drills (3 1/2" piston or larger) gunnite or sandblaster nozzle man, asphal raker, asphalt tamper, form setter, demolition torch opera shotcrete nozzle men and potman.

GROUP 6: Powderman, master form setters.

GROUP 7: Brick paver (asphalt block paver, asphalt block sawman, asphalt block grinder, hastings block or similar t

GROUP 8: Licensed powdermen.

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LABO0657-004 06/01/2013

Rates

Fringes

Laborers: (HAZARDOUS WASTE  
REMOVAL, EXCEPT ON MECHANICAL  
SYSTEMS:

Preparation for, removing and  
encapsulation of hazardous  
materials from non-mechanical  
systems)

Skilled Asbestos Abatement

Laborers.....	\$ 18.68	6.97
Skilled Toxic and Hazardous Waste Removal Laborers.....	\$ 22.10	6.97

LABO0657-005 06/01/2013

	Rates	Fringes
Laborers: (TUNNEL, RAISE & SHAFT (FREE AIR) FOR HEAVY AND SEWER & WATER LINES CONSTRUCTION)		
GROUP 1.....	\$ 23.65	6.97
GROUP 2.....	\$ 24.40	6.97
GROUP 3.....	\$ 26.30	6.97
GROUP 4.....	\$ 27.11	6.97

LABORERS CLASSIFICATIONS:

GROUP 1: Brakeman, Bull Gang, Dumper, Trackmen, Concrete M

GROUP 2: Chuck Tender, Powdermen in Prime House, Form Sett and Movers, Nippers, Cableman, Houseman, Groutman, Bell or Signalman, Top or Bottom Vibrator Operator.

GROUP 3: Miners, Re-Bar Underground, Concrete or Gunnite Nozzlemen, Powdermen, Timbermen and Re-Timbermen, Wood Ste Including Liner plate or Other Support, Material Motorman, Caulkers, Diamond Drill Operators, Riggers, Cement Finishe Underground, Welders and Burners, Shield Driver, Air Trac Operator, Shotcrete Nozzlemen and Potman.

GROUP 4: Mucking Machine Operator (Air).

LABO0657-006 06/01/2013

	Rates	Fringes
Laborers: (TUNNEL, RAISE AND SHAFT (COMPRESSED AIR) FOR HEAVY CONSTRUCTION ONLY		

Gauge Pressure Work Period

(Pounds)	(Hours)		
1-14	7.....	\$ 31.20	6.97
14-18	6.....	\$ 36.71	6.97

FOOTNOTE: On any requirement for air pressure in excess of PSI, work periods and rates should be negotiated at a pre-bid conference.

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LABO0657-007 06/01/2010

	Rates	Fringes
Laborers: (PAVING AND INCIDENTAL GRADING)		
Asphalt Raker & Concrete		
Saw Operator.....	\$ 18.42	4.90
Asphalt Shoveler.....	\$ 17.84	4.90
Asphalt Tammer & Concrete		
Shoveler.....	\$ 18.09	4.90
Jack Hammer.....	\$ 18.51	4.90
Laborer.....	\$ 17.70	4.90
Sand Setter & Form Setter...	\$ 19.10	4.90

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LABO0657-008 06/01/2013

	Rates	Fringes
LABORERS (BRICK MASONRY WORK)		
Mason Tenders.....	\$ 15.97	6.97
Scaffold Builders, Mortarmen.....	\$ 16.92	6.97

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MARB0002-003 07/01/2013

	Rates	Fringes
Marble & Stone Mason		
Includes Pointing, Caulking and Cleaning of All Types of Masonry, Brick, Stone and Cement Structures.....		
	\$ 33.58	15.13

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 MARB0003-001 07/01/2013

	Rates	Fringes
Mosaic & Terrazzo Worker, Tile Layer.....	\$ 25.78	9.72

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MARB0003-004 07/01/2013

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....	\$ 20.98	8.81

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PAIN0051-001 06/01/2013

	Rates	Fringes
Painters:		
All Industrial Work.....	\$ 29.18	8.91
Bridges, Heavy Highway, Lead Abatement and Flame/Thermal Spray.....	\$ 32.66	8.91
Commercial and Mold Remediation, Painters, Wallcovers and Drywall Finishers.....	\$ 24.89	8.91
Metal Polishing and Refinishing.....	\$ 25.89	8.91

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PLAS0891-001 02/01/2014

	Rates	Fringes
Cement Masons:		
HEAVY CONSTRUCTION ONLY.....	\$ 27.15	9.61

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PLAS0891-002 06/01/2013

	Rates	Fringes
Cement Masons: (PAVING &		

INCIDENTAL GRADING)

Cement Masons.....	\$ 19.00	6.62
Concrete Saw Operators.....	\$ 19.00	6.62
Form Setters.....	\$ 19.00	6.62

PLUM0005-001 08/01/2013

	Rates	Fringes
Plumbers.....	\$ 38.17	16.25+a

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

PLUM0602-005 08/01/2012

	Rates	Fringes
Steamfitter, Refrigeration & Air Conditioning Mechanic.....	\$ 37.62	18.07+a

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

SHEE0100-001 07/01/2013

	Rates	Fringes
Sheet Metal Worker.....	\$ 39.93	15.38+a

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

TEAM0639-001 08/01/2013

	Rates	Fringes
Truck drivers: (HEAVY & HIGHWAY CONSTRUCTION)		
Tractor trailer, Low Boy....	\$ 22.05	2.10+a
Truck Drivers.....	\$ 20.05	2.10+a

a. VACATION: Employees will receive one (1) week's paid vacation after one (1) year of service.

-----  
TEAM0639-005 08/01/2013

	Rates	Fringes
Truck drivers: (PAVING & INCIDENTAL GRADING)		
All paving projects where the grading is incidental to the paving.....	\$ 20.05	2.10

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

=====  
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29CFR 5.5 (a) (1) (ii)).

-----  
The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetic order of "identifiers" that indicate whether the particular rate is union or non-union.

## Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

## Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-05/13/2010. SU indicates the rates are not union majority rates. LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

---

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the

interested party's position, and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, a interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

=====

END OF GENERAL DECISION

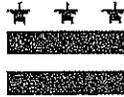
**ATTACHMENT J.1.4**

**TAX CERTIFICATION AFFIDAVIT**

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**

**Office of the Chief Financial Officer**

**Office of Tax and Revenue**



**TAX CERTIFICATION AFFIDAVIT**

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

**Date**

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

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

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

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

**Signature of Authorizing Agent**

**Title**

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

**ATTACHMENT J.1.5**

**BID BOND**

BID BOND

Invitation for Bids Number: DCKA-2014-B-0067

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_

AS PRINCIPAL, and \_\_\_\_\_

as SURETY, are held and firmly bound unto the District of Columbia a municipal corporation, hereinafter called the District, in the penal sum of \_\_\_\_\_ dollars; (\$ \_\_\_\_\_ ) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the principal has submitted the accompanying bid, dated \_\_\_\_\_, 20 \_\_\_\_\_ for IFB Number \_\_\_\_\_ Caption \_\_\_\_\_.

NOW, THEREFORE, if the principal shall not withdraw said bid within the period specified therein after the bid opening date of the same, or if no period be specified, within 90 calendar days after said bid opening date, and shall within the period specified therefor, or, if no period be specified, within seven (7) days after being called upon to do so, furnish performance and payment bonds with good and sufficient surety, as may be required, for the faithful performance and proper fulfillment of the contract, and for the protection of all persons supplying labor and material in the prosecution of the work provided for in such contract or, in the event of withdrawal of said bid, within the period specified, or the failure to furnish such bond within the time specified, if the principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and 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.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

BID BOND

PRINCIPAL:

State type of organization:

\_\_\_\_\_ Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Joint Venture  
Corporation \_\_\_\_\_.

If corporation, list state of incorporation:

1. \_\_\_\_\_ 1. \_\_\_\_\_  
(AFFIX Signature (Seal) Attest  
CORPORATE  
SEAL)

\_\_\_\_\_  
Name & Title Typed Name & Title Typed  
2. \_\_\_\_\_ 2. \_\_\_\_\_  
(AFFIX Signature Attest  
CORPORATE  
SEAL)  
\_\_\_\_\_  
Name & Title Typed Name & Title Typed

SURETY (IES):

1. \_\_\_\_\_ \_\_\_\_\_  
Name & Address Typed State of Inc. Liability Limit  
\_\_\_\_\_  
Signature of Attorney- (AFFIX  
in-FactSEAL) Attest (Signature) CORPORATE  
\_\_\_\_\_  
Name & Address Typed Name & Address Typed  
2. \_\_\_\_\_ \_\_\_\_\_  
Name & Address Typed State of Inc. Liability Limit  
\_\_\_\_\_  
\_\_\_\_\_ (AFFIX

Signature of Attorney-  
in-Fact

Attest (Signature)

CORPORATE  
SEAL)

\_\_\_\_\_  
Name & Address Typed

Name & Address Typed

The rate of premium on this bond is \$ \_\_\_\_\_ Per  
thousand.

Total amount of premium charged \$ \_\_\_\_\_.

BID BOND

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, Certify that I am the secretary of the corporation named as principal in the within bond; that \_\_\_\_\_ who signed the said bond on behalf of the principal was the of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and \_\_\_\_\_ attested for and in behalf of said corporation by authority of its governing body.

\_\_\_\_\_  
Secretary  
SEAL)

(CORPORATE

**ATTACHMENT J.1.6**  
**PERFORMANCE BOND**

Bond No. \_\_\_\_\_

PERFORMANCE BOND

Contract No.: DCKA-2014-B-0067

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_  
AS **PRINCIPAL**, and \_\_\_\_\_  
AS **SURETY**, are held and firmly bound unto the District of Columbia, a  
municipal corporation, hereinafter called the District, in the penal  
sum of \_\_\_\_\_;  
\_\_\_\_\_ ; (\$ \_\_\_\_\_) lawful  
money of the United States, for the payment of which sum well and  
truly to be made, we bind ourselves, our heirs, executors,  
administrators, and successors, jointly and severally, firmly by these  
presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the principal  
has entered into contract number DCKA-2014-B-0067 with the District,  
dated \_\_\_\_\_, 2014, entitled  
Asset Management of the District's Street Lighting System.

NOW, THEREFORE, if the principal shall well and truly perform and  
fulfill all the undertakings, covenants, terms, condition, and  
agreements of said contract during the original term of said contract  
and any extensions thereof that may be granted by the District, with  
or without notice to the surety, and during the life of any guaranty  
required under the contract, and shall also well and truly perform and  
fulfill all the undertakings, covenants, terms, conditions, and  
agreements of any and all duly authorized modifications of said  
contract that may hereafter be made, notice of which modifications to  
the surety being hereby waived, and shall save harmless and indemnify  
the District, from any and all claims, delays, suits, costs, charges,  
damages, counsel fees, judgments, and decrees to which said District  
may be subjected at any time, on account of any infringement by said  
Principal, of letters patent or copyrights, unless otherwise  
specifically stipulated in said contract, or on account of any  
injuries to persons, or damage to property or premises, that occur as  
a result of any act or omission of the principal, in the prosecution  
of the work and pay the same, then this obligation to be void;  
otherwise to remain in full force and virtue.

IN **WITNESS** WHEREOF, the above-bounden parties have executed this  
instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_ 2014,  
the name and corporate seal of each corporate party being hereto  
affixed and these presents duly signed by its undersigned  
representative, pursuant to authority of its governing body.

PERFORMANCE BOND

PRINCIPAL:

State type of organization:

\_\_\_\_\_ Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Joint Venture \_\_\_\_\_ Corporation

If corporation, list state of incorporation:

1. \_\_\_\_\_ 1. \_\_\_\_\_ (AFFIX  
Signature (Seal) Attest CORPORATE  
SEAL)

\_\_\_\_\_  
Name & Title Typed Name & Title Typed

2. \_\_\_\_\_ 2. \_\_\_\_\_ (AFFIX  
Signature Attest CORPORATE  
SEAL)

\_\_\_\_\_  
Name & Title Typed Name & Title Typed

SURETY (IES):

1. \_\_\_\_\_ \_\_\_\_\_  
Name & Address Typed State of Inc. Liability Limit

\_\_\_\_\_  
Signature of Attorney- Attest (Signature) (AFFIX  
in-Fact CORPORATE  
SEAL)

\_\_\_\_\_  
Name & Address Typed Name & Address Typed

2. \_\_\_\_\_ \_\_\_\_\_  
Name & Address Typed State of Inc. Liability Limit

\_\_\_\_\_  
Signature of Attorney- Attest (Signature) (AFFIX  
in-Fact CORPORATE  
SEAL)

\_\_\_\_\_  
Name & Address Typed Name & Address Typed

The rate of premium on this bond is \$ \_\_\_\_\_ Per thousand.

Total amount of premium charged \$ \_\_\_\_\_.

PERFORMANCE BOND

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

I am the secretary of the corporation named as principal in the within bond; that \_\_\_\_\_ who signed the said bond on behalf of the principal was the \_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

\_\_\_\_\_  
Secretary

(CORPORATE SEAL)

**ATTACHMENT J.1.7**

**PAYMENT BOND**

Bond No. \_\_\_\_\_

**ATTACHMENT**

**PAYMENT BOND**

**Contract Number: DCKA-2014-B-0067**

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_  
AS PRINCIPAL, and \_\_\_\_\_

as SURETY, are held and firmly bound unto the District of Columbia, a municipal corporation, hereinafter called the District, in the penal sum of \_\_\_\_\_  
(\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the principal has entered into contract number DCKA-2014-B-0067 with the District, dated \_\_\_\_\_, 2014 entitled Asset Management of the District's Street Lighting System.

NOW, THEREFORE, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in the Contract, and any and all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety(ies) being hereby waived, then the above obligation shall be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this \_\_\_\_ day of \_\_\_\_\_, 2014, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PAYMENT BOND

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

I am the \_\_\_\_\_ secretary of the

corporation named as principal in the within bond; that

\_\_\_\_\_ who signed the

said bond on behalf of the principal was the

\_\_\_\_\_ of said corporation; that I know his  
signature, and his signature thereto is genuine; and that said  
bond was duly signed, sealed, and attested for and in behalf of  
said corporation by authority of its governing body.

\_\_\_\_\_  
Secretary

(CORPORATE SEAL)

PAYMENT BOND

PRINCIPAL:

State type of organization:

\_\_\_\_\_ Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Joint Venture \_\_\_\_\_ Corporation

If corporation, list state of incorporation:

1. \_\_\_\_\_  
Signature (Seal)

1. \_\_\_\_\_ (AFFIX  
Attest CORPORATE  
SEAL)

\_\_\_\_\_  
Name & Title Typed

\_\_\_\_\_  
Name & Title Typed

2. \_\_\_\_\_  
Signature

2. \_\_\_\_\_ (AFFIX  
Attest CORPORATE  
SEAL)

\_\_\_\_\_  
Name & Title Typed

\_\_\_\_\_  
Name & Title Typed

SURETY(IES):

1. \_\_\_\_\_  
Name & Address Typed

\_\_\_\_\_  
State of Inc. Liability Limit

\_\_\_\_\_  
Signature of Attorney-  
in-Fact

\_\_\_\_\_  
Attest (Signature) CORPORATE  
SEAL) (AFFIX

\_\_\_\_\_  
Name & Address Typed

\_\_\_\_\_  
Name & Address Typed

2. \_\_\_\_\_  
Name & Address Typed

\_\_\_\_\_  
State of Inc. Liability Limit

\_\_\_\_\_  
Signature of Attorney-  
in-Fact

\_\_\_\_\_  
Attest (Signature) CORPORATE  
SEAL) (AFFIX

\_\_\_\_\_  
Name & Address Typed

\_\_\_\_\_  
Name & Address Typed

The rate of premium on this bond is \$ \_\_\_\_\_ Per thousand.

Total amount of premium charged \$ \_\_\_\_\_.

**ATTACHMENT J.1.8**

**CERTIFICATION PACKAGE**

- 1. Non-Collusion Affidavit**
- 2. Certification of Eligibility**
- 3. Certification Regarding Debarment**
- 4. Certification for Grants, Loans & Cooperative Agreements**
- 5. Equal Employment Opportunity Certificate**
- 6. Payment to Subcontractors and Suppliers Certificate**
- 7. Certification – DDOT Disadvantage Business Enterprise/Subcontractor (DBE and Non-DBE) Information**
- 8. Assurance of Compliance with Equal Employment Opportunity Requirements**
- 9. Disclosure of Lobbying Activities**
- 10. DBE Utilization Form**
- 11. Participation By Disadvantaged Business Enterprise And Non-Disadvantaged Business Enterprise Firms**

INVITATION NO.: DCKA-2014-B-0067

CAPTION: Asset Management of the District's Street Lighting System

**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 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 submittal in connection with proposed contract.

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

\_\_\_\_\_  
Date

CERTIFICATION OF ELIGIBILITY

INVITATION NO.: DCKA-2014-B-0067

CAPTION: Asset Management of the District's Street Lighting System

\_\_\_\_\_, 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 will not necessarily result in denial of award, but will 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

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

INVITATION NO.: DCKA-2014-B-0067

CAPTION: Asset Management of the District's Street Lighting System

\_\_\_\_\_, 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 will not necessarily result in denial of award, but will 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.

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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
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

**CERTIFICATION**  
**FOR GRANTS, LOANS**  
**AND COOPERATIVE AGREEMENTS**  
**DISTRICT OF COLUMBIA DEPARTMENT OF TRANSPORTATION**

INVITATION NO.: DCKA-2014-B-0067

CAPTION: Asset Management of the District's Street Lighting System

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans and cooperative agreements) which exceed \$100,000.00 and that all such subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this award was made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file that required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

\_\_\_\_\_  
Title of Official

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

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

**A bidder's failure to submit this certification or submission of a false certification may render his/her bid non-responsive.**

(FAP)

INVITATION NO.: DCKA-2014-B-0067

CAPTION: Asset Management of the District's Street Lighting System

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE

Bidder represents that he [ ] has [ ] has not participated in a contract or subcontract subject to in substance either the equal opportunity provisions in Article 6 of LABOR PROVISIONS, STANDARD CONTRACT PROVISIONS, 1973, or Section 202 of Executive Order 11246 of 3 CFR; that he [ ] has [ ] has not filed all required compliance reports under any such contract or subcontract; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to subcontract awards.

NONSEGREGATED FACILITIES CERTIFICATE

Bidder represents that he does not and will not maintain or provide for his employees any segregated facility at any of his establishments; that he does not and will not permit his employees to perform their services at any location under his control where segregated facilities are maintained; and that he will obtain and retain identical certifications from proposed subcontractors prior to award of subcontracting exceeding \$10,000.00.

"Segregated facilities" shall mean any waiting room, work area, wash and rest room, eating area, time clock, locker room and other storage or dressing area, parking lot drinking fountain, recreation or entertainment area, transportation and housing facility, provided for employees which is segregated by explicit directive or is segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise.

Penalty for violations or making false statements is prescribed in 18 USC 1001.

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

INVITATION NO.: DCKA-2014-B-0067

CAPTION: Asset Management of the District's Street Lighting System

**PAYMENT TO SUBCONTRACTORS AND SUPPLIERS CERTIFICATE**

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

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

Certification shall be made on the following standard form.

To: Chief Contracting Officer  
District Department of Transportation  
55 M Street, SE 7<sup>th</sup> Floor  
Washington, DC 20003

I hereby certify:

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

---

Contractor/Company Name

---

Signature of Official

---

Date

---

Title

FAP  
DC

**CERTIFICATION  
DISTRICT OF COLUMBIA DEPARTMENT OF TRANSPORTATION  
DISADVANTAGED BUSINESS ENTERPRISE/SUBCONTRACTOR (DBE and non-DBE) INFORMATION**

**49 CFR PART 26**

INVITATION NO.: DCKA-2014-B-0067

CAPTION: Asset Management of the District's Street Lighting System

\_\_\_\_\_  
Signature of Person Authorized to Sign This Document

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

Notary: DISTRICT OF COLUMBIA, ss:

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ Month and Year

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

My Commission Expire \_\_\_\_\_

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**I hereby submit the names of any firm; both DBE and non-DBE from which quotations were received or discussions were held in conjunction with this project. The following information is being provided: Name and address of firm; Proposed area of work; Proposed Dollar Amount**

Additionally, I certify that, I will submit a complete Disadvantaged Business Enterprise Plan in accordance with the Special Provisions entitled "**PARTICIPATION BY DISADVANTAGED AND NON-DISADVANTAGED BUSINESS ENTERPRISE FIRMS,**" within five (5) days subsequent to the bid opening. **Said plan will contain the name/address of DBE firm, amount of award and area of work. A bidder's/offeror's failure to submit this certification or submission of a false certification may render his/her bid non-responsive.**

**Furthermore I agree to provide proof of actual payment to DBE firms by providing cancelled checks for each payment made.**

No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the Contracting Officer of the District Department of Transportation, or his authorized representatives, and such consent, when given, shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Request for permission to sublet, assign or otherwise dispose of any portion of the contract shall be in writing and accompanied by (a) a showing that the organization which will perform the work is particularly experienced and equipped for such work, and (b) an assurance by the contractor that the Labor Standards Provisions set forth in this contract shall apply to labor performed on all work encompassed by the request. Address all requests for subcontractor approval to the Contracting Officer, Office of Contracting and Procurement, 55 M Street, SE, 7<sup>th</sup> Floor, Washington, DC 20003.

\_\_\_\_\_  
Title of Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

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

INVITATION NO.: DCKA-2014-B-0067

CAPTION: Asset Management of the District's Street Lighting System

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 ASSUR 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 will 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



**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

0346-0046

Approved by OMB

Reporting Entity: \_\_\_\_\_

Page \_\_\_\_ of \_\_\_\_

Authorized for Local Reproduction

Standard Form - LLL-A

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF TRANSPORTATION**



**OFFICE OF CIVIL RIGHTS  
DBE UTILIZATION FORM**

CONTRACT/BID NO: \_\_\_\_\_ DBE GOAL: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_ CONTRACT TYPE: \_\_\_\_\_

CONTRACT VALUE: \_\_\_\_\_ DBE GOAL VALUE: \_\_\_\_\_

Please check one:  Original Plan  Modified Plan

I/We, (THE CONTRACTOR) \_\_\_\_\_ hereby submit the following proposed plan for DBE participation, in keeping with requirements set forth in 49 CFR 26.53. I/We understand and agree that the District Department of Transportation's Office of Civil Rights will review the below information and issue a decision as to approval or denial. **The Notice to Proceed (NTP) will not be issued until this document and all required attachments have been received and approved by the DDOT Office of Civil Rights!**

DBE PLAN			
Name & Address of DBE	Description of Work to be completed by DBE	Estimated Dollar Value of DBE Participation	% of DBE Participation
<b>TOTALS</b>		\$	%

*Failure to comply with these directives may prevent/delay the issuance of the NTP for this project.*

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function stated in the work description noted for each firm. The undersigned further understands that no changes to the DBE Plan may be made without prior approval from the DDOT Office of Civil Rights.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Print Name of Authorized Representative  
DATE: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

APPROVED: \_\_\_\_\_  DENIED: \_\_\_\_\_

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF TRANSPORTATION



OFFICE OF CIVIL RIGHTS

DBE Utilization Form Instructions

*For more information, please contact the DDOT's Office of Civil Rights.*

**Contract/Bid No:** Enter the Project Number or Solicitation Number

**DBE Goal:** Enter the DBE Goal noted in the Contract/Solicitation documents

**Project Name:** Enter the Project Name as it appears on the Contract/Solicitation documents

**Contract Type:** Enter the Contract Type, i.e., Construction, Design, Construction Management, etc.

**Contract Value:** Contract Award Amount

**DBE Goal Value:** Enter the value of the Contract Award Amount multiplied by DBE Goal Percentage

**Original or Modified Plan:** Indicate whether this is an original DBE Plan or a request for modification due to change in circumstances or as a result of denial of an original plan.

**DBE PLAN**

**Name & Address of DBE:** Enter the DBE Name and Address

**Description of Work to be completed by DBE:** Enter a condensed version of the scope of work to be performed by the DBE. Specify type of work and the percentage of the type of work to be performed by the DBE, i.e., Type: Trucking, Supplies, Materials, Labor or a combination thereof.

**Estimated Dollar Value of DBE Participation:** Enter the Estimated Contract Value to be awarded to the DBE for the work to be performed. This Contract Value should appear on the Letter of Intent. If the DBE is a supplier, indicate the amount of expenditures allocated for services separate from supplies.

**% of DBE Participation:** Divide the Contract Value noted on the Letter of Intent by the Contract Value awarded by DDOT to determine the % of DBE participation for each DBE listed.

**Totals:** Enter the total of the "Estimated Dollar Value of DBE Participation" and "% of DBE Participation" columns.

**Print the Contractor Name**

**Print the Authorized Representative Name**

**Signature of the Authorized Representative**

**Date form was signed**

**Attach a copy of the DBE Certification Letter, DBE Quote to the Contractor and the Letter of Intent for all DBE's listed on the DBE Plan.**

For questions or to forward the completed DBE Utilization Form and all required documents for processing, please contact by e-mail: [joie.belfon-valentine2@dc.gov](mailto:joie.belfon-valentine2@dc.gov) and/or [iberiamiles@dc.gov](mailto:iberiamiles@dc.gov).

**PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISE AND  
NON-DISADVANTAGED BUSINESS ENTERPRISE FIRMS**

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

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

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

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

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

Sincerely,



Matthew Brown  
Acting Director, District Department of Transportation

**Definitions** -The following definitions apply to this contract:

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

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

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

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

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

Office of Civil Rights  
District Department of Transportation  
55 M Street, SE, 3<sup>rd</sup> floor  
Washington, DC 20003  
(202) 299-2190  
[Mohammed.Kabir@dc.gov](mailto:Mohammed.Kabir@dc.gov)

### **CONTRACT ASSURANCE /CONTRACT GOALS:**

#### **CONTRACT ASSURANCE**

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

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

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

suppliers and service providers to ensure equal opportunity for all firms to participate on this project.

**Contract Goals:**

The bidder shall subcontract four (4) % of the dollar value of the total amount of this DOT-assisted contract to qualified DBE subcontractors. A complete DBE plan containing a list of DBE firms to be utilized on this project or documentation demonstrating good faith efforts to meet the goal on this project must be submitted within five (5) working days subsequent to bid opening to:

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

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

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

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

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

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

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

The following is a list of types of actions which will be considered as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a

mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

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

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

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

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

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

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

**DBE Directory:**

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

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

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

***Luisa Portillo, Equal Opportunity/DBE Program Specialist***

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

***Ms. Tammy Paige-Sterling, DBE Program Assistant***

Washington Metropolitan Area Transit Authority (WMATA)  
600 Fifth Street, NW  
Washington, DC 20001  
Office: (202) 962-2409