

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. Contract Number DCKA-2015-R-0080	Page of Pages 1 17	
2. Amendment/Modification Number Amendment No. 3	3. Effective Date See Section 16C Below	4. Requisition/Purchase Request No.	5. Solicitation Caption Asset Preservation and Maintenance of DC Tunnel System	
6. Issued By: Government of the District of Columbia Department of Transportation Office of Contracting and Procurement 55 M Street SE 7th Floor Washington DC 20003		7. Administered By (If other than line 6)		
8. Name and Address of Contractor (No. Street, city, country, state & zip code)		(X)	9A. Amendment of Solicitation No. DCKA-2015-R-0080	
		x	9B. Dated (See Item 11) November 9, 2015	
			10A. Modification of Contract/Order No.	
			10B. Dated (See Item 13)	
x 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
A. This change order is issued pursuant to: (Specify Authority)				
The changes set forth in Item 14 are made in the contract/order no. in item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
C. This supplemental agreement is entered into pursuant to authority of:				
D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return <input type="checkbox"/> copies to the issuing office.				
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)				
<p>1. DATE CHANGE: The Pre-Proposal Conference will be held on January 25, 2016 from 11:00 a.m. to 3:00 p.m. at 200 2nd Street, NW in the basement of the U.S. Department of Labor building. The Tunnel Team will greet everyone at the door and escort you to the meeting area. PLEASE BRING PROPER IDENTIFICATION (e.g., driver's license or other government-issued ID).</p> <p>2. See solicitation attachments J.2.1 thru J.2.8, attached to this Amendment. A CD contained solicitation attachments J.3 can be picked up between 8:15AM and 4:45PM beginning January 20, 2015 from the DDOT Bid Room at 55 M Street SE, 4th Floor.</p>				
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect				
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer <i>for</i> Courtney B. Lattimore, Deputy Chief Contracting Officer		
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia	16C. Date Signed	
(Signature of person authorized to sign)		(Signature of Contracting Officer)		

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.

Office of Administrative Services Department of Public Works	BID BOND (CONSTRUCTION)		Date Bond Executed (Must Not be later Than Bid Opening Date)		
Bid Bond Period Ninety (90) Calendar Days After Bid Opening	TYPE OF ORGANIZATION ("X")				
	<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> PARTNERSHIP		
PRINCIPAL Name(s) and Address(es)	<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> CORPORATION		
	STATE OF INCORPORATION				
	1. PENAL SUM OF BID				
SURETY (IES) Name(s) and Address(es)	AMOUNT NOT TO EXCEED				
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENT(S)	5%
	OF BID				
	2. BID IDENTIFICATION				
	BID OPENING DATE		INVITATION NO DCKA-2015-R-0080		

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

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

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

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

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

PRINCIPAL		
3. Signature	1. Attest	Corporate Seal
Seal		
Name & Title (Typed)	Name & Title (Typed)	
2. Signature	2. Attest	Corporate Seal
Seal		
Name & Title (Typed)	Name & Title (Typed)	

PRINCIPAL (Continued)	
CERTIFICATE AS TO CORPORATION	
I, _____ certify that I am _____ Secretary of the Corporation named as Principal herein, that _____ who signed this bond on behalf of the Principal was then _____	
Of said corporation; that I know this signature, and his signature thereto is genuine; that said bond was duly signed and sealed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.	
_____ Secretary of Corporation	

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

4. INSTRUCTIONS

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

**Government of the District of Columbia
Office of Contracting and Procurement**

PERFORMANCE BOND (CONSTRUCTION) <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than dated of contract)</i>
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PRINCIPAL: <i>(Legal Name and Address)</i>	TYPE OF ORGANIZATION ("X")
	<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION
	STATE OF INCORPORATION

SURETY(IES): <i>(Name(s) and Address(es))</i>	PENAL SUM OF BOND			
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
	CONTRACT DATE		CONTRACT NUMBER	

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

THE CONDITIONS OF THIS OBLIGATION IS SUCH that whereas the Principal entered in the Contract identified above.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of the Contract during the original term of the contract and any extensions thereof that may be granted by the District with or without notice to the Surety, and during the life of guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any duly authorized modifications of the Contract that 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, judgment, and decrees to which the District may be subjected at any time on account of any infringement by the Principal of letters, patents, or copyrights, unless otherwise specifically stipulated act or omission of the Principal in connecting with the prosecution of the work under the Contract and shall pay the same, then the above obligation shall be void; otherwise to remain in full force and virtue. .

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

PRINCIPAL

1. SIGNATURE		1. Attest	Corporate Seal
	(Seal)		
NAME & TITLE <i>(Typed)</i>		NAME & TITLE <i>(typed)</i>	
2. SIGNATURE(S)		2. Attest	Corporate Seal
	(Seal)		
NAME & TITLE <i>(Typed)</i>	1.	.	

SURETY(IES)

1. NAMES & ADDRESS (Typed)		STATE OF INC.	LIABILITY LIMIT \$	CORPORATE SEAL
SIGNATURE of ATTORNEY-IN-FACT		Attest (Signature)		
NAME & ADDRESS (Typed)		NAME & ADDRESS (typed)		
1. NAME & ADDRESS (Typed)		STATE OF INC.	LIABILITY LIMIT \$	CORPORATE SEAL
SIGNATURE OF ATTORNEY-IN-FACT		Attest (Signature)		
NAME & ADDRESS TYPED (Typed)		NAME & ADDRESS (typed)		

BOND PREMIUM

Rate Per Thousand	Total Premium	Name & Address of Agency or Agent Receiving Commission

Approved by:

Office of Contracting and Procurement
Contracting Officer

INSTRUCTIONS

1. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by the authorized person signing the Contract. When such person signing is other than the President or Vice-President of a corporation, evidence of authority shall be furnished. Such evidence shall be in the form of either an Extract of Minutes of a Meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and with Corporate Seal affixed thereto.
2. Corporations executing the bond as sureties shall be among those appearing on the U.S. Treasury Department's list of approved sureties and shall be acting within the limitations set forth therein and shall also be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall (1) insert on the bond, form the name and addresses of the agency receiving the commission; and (2) attach an adequate Power-of-Attorney for each representative signing the bond.
3. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal"; two witnesses shall sign and include their addresses under the word "witness". If executed in Main or New Hampshire, an adhesive seal shall be affixed,
4. The name of each person signing this performance bond shall be typed in the space provided.

**Government of the District of Columbia
Office of Contracting and Procurement**

PAYMENT BOND (CONSTRUCTION) <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than dated of contract)</i>
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PRINCIPAL: <i>(Legal Name and Address)</i>	TYPE OF ORGANIZATION ("X") <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION
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SURETY(IES): <i>(Name(s) and Address(es))</i>	PENAL SUM OF BOND <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%;">MILLION(S)</td> <td style="width:25%;">THOUSAND(S)</td> <td style="width:25%;">HUNDRED(S)</td> <td style="width:25%;">CENTS</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="2">CONTRACT DATE</td> <td colspan="2">CONTRACT NUMBER</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS					CONTRACT DATE		CONTRACT NUMBER					
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS														
CONTRACT DATE		CONTRACT NUMBER															

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

THE CONDITIONS OF THIS OBLIGATION IS SUCH that whereas the Principal entered in the Contract identified above.

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 Principal and Surety(ies) have executed this payment bond and have affixed their seals on the date set forth above.

PRINCIPAL

1. SIGNATURE		1. Attest	Corporate Seal
	(Seal)		
NAME & TITLE <i>(Typed)</i>		NAME & TITLE <i>(typed)</i>	
2. SIGNATURE(S)		2. Attest	Corporate Seal
	(Seal)		
NAME & TITLE <i>(Typed)</i>	1.	.	

SURETY(IES)

1. NAMES &	STATE OF INC.	LIABILITY LIMT	
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ADDRESS (Typed)			\$	CORPORATE SEAL
SIGNATURE of ATTORNEY-IN-FACT		Attest (Signature)		
NAME & ADDRESS (Typed)		NAME & ADDRESS (typed)		
1. NAME & ADDRESS (Typed)		STATE OF INC.	LIABILITY LIMIT \$	CORPORATE SEAL
SIGNATURE OF ATTORNEY-IN-FACT		Attest (Signature)		
NAME & ADDRESS TYPED (Typed)		NAME & ADDRESS (typed)		

BOND PREMIUM

Rate Per Thousand	Total Premium	Name & Address of Agency or Agent Receiving Commission

Approved by:

Office of Contracting and Procurement
Contracting Officer

INSTRUCTIONS

1. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by the authorized person signing the Contract. When such person signing is other than the President or Vice-President of a corporation, evidence of authority shall be furnished. Such evidence shall be in the form of either an Extract of Minutes of a Meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and with Corporate Seal affixed thereto.
2. Corporations executing the bond as sureties shall be among those appearing on the U.S. Treasury Department's list of approved sureties and shall be acting within the limitations set forth therein and shall also be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall (1) insert on the bond, form the name and addresses of the agency receiving the commission; and (2) attach an adequate Power-of-Attorney for each representative signing the bond.
3. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal"; two witnesses shall sign and include their addresses under the word "witness". If executed in Main or New Hampshire, an adhesive seal shall be affixed,
4. The name of each person signing this performance bond shall be typed in the space provided.



SECTION ACOST / PRICE DISCLOSURE CERTIFICATION

RFP Number: _____ Closing Date: _____

Caption: _____ Total Proposed Amount: _____

The undersigned _____

(please print name and title of offeror’s authorized signatory) hereby certifies that, to the best of my knowledge, the cost and pricing data (i.e. at the time of price agreement this certification represents all material facts which prudent buyers and sellers would reasonably expect to affect price negotiations in any significant manner) submitted is accurate, complete, and current as of _____ (date of RFP closing or conclusion of negotiations as appropriate). The undersigned further agrees that it is under a continuing duty to update cost or pricing data through the date that negotiations, if any, with the District are completed. The undersigned further agrees that the price, including profit or fee, will be adjusted to exclude any significant price increases occurring because the cost or pricing data was inaccurate, incomplete or not current. (See D.C. Procurement Regulations, 27 DCMR, Chapter 16, §1642, Chapter 24, §2405 and Chapter 33; and Section 25 of the Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated July, 2010).

Signed: _____ Date: _____

Title: _____

Company: _____

Address: _____

DUNS #: _____

Phone: _____

Fax: _____

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

**OFFICE OF CONTRACTING AND PROCUREMENT
 BIDDER/OFFEROR CERTIFICATION FORM**

COMPLETION

The person(s) completing this form must be knowledgeable about the bidder's/offeror's business and operations.

RESPONSES

Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the bidder's/offeror's name at the top of each attached page.

GENERAL INSTRUCTIONS

This form contains four (4) sections. Section I concerns the bidder's/offeror's responsibility; Section II includes additional required certifications; Section III relates to the Buy American Act (if applicable); and Section IV requires the bidder's/offeror's signature.

SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATION

Instructions for Section I: Section I contains eight (8) parts. Part 1 requests information concerning the bidder's/offeror's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the bidder's/offeror's business. Part 4 concerns the bidder's/offeror's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the bidder's/offeror's financial and organizational status. Part 7 requires the bidder/offeror to agree to update the information provided. Part 8 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).

PART 1: BIDDER/OFFEROR INFORMATION

Legal Business Entity Name:	Solicitation #:	
Address of the Principal Place of Business (street, city, state, zip code)	Telephone # and ext.:	Fax #:
Email Address:	Website:	

Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive).

Type:	Name:	EIN:	Status:

1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):

<input type="checkbox"/> Corporation (including PC)	Date of Incorporation:
<input type="checkbox"/> Joint Venture	Date of Organization:
<input type="checkbox"/> Limited Liability Company (LLC or PLLC)	Date of Organization:
<input type="checkbox"/> Nonprofit Organization	Date of Organization:
<input type="checkbox"/> Partnership (including LLP, LP or General)	Date of Registration or Establishment:
<input type="checkbox"/> Sole Proprietor	How many years in business?:
<input type="checkbox"/> Other	Date established?:

If "Other," please explain:

1.2 Was the bidder's/offeror's business formed or incorporated in the District of Columbia?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeror's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District, or provide an explanation if the documents are not available.</p> <p>State _____ Country _____</p>	
<p>1.3 Please provide a copy of each District of Columbia license, registration or certification that the bidder/offeror is required by law to obtain (other than those provided in Subpart 1.2). If the bidder/offeror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:</p> <p>(a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or</p> <p>(b) Explain its exemption from the requirement.</p>	
<p>PART 2: INDIVIDUAL RESPONSIBILITY</p>	
<p><i>Additional Instructions for Section 1, Parts 2 through 8: Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).</i></p>	
<p>Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/offeror with any government entity:</p>	
2.1 Been sanctioned or proposed for sanction relative to any business or professional permit or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.3 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for:</p> <p>(a) Any business-related activity; or</p> <p>(b) Any crime the underlying conduct of which was related to truthfulness?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.6 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Please provide an explanation for each "Yes" in Part 2.</p>	
<p>PART 3: BUSINESS RESPONSIBILITY</p>	
<p>Within the past five (5) years, has the bidder/offeror:</p>	
3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.2 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for:</p> <p>(a) Any business-related activity; or</p> <p>(b) Any crime the underlying conduct of which was related to truthfulness?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.5 Been disqualified or proposed for disqualification on any government permit or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.6 Been denied a contract award or had a bid or proposal rejected based upon a non-responsibility finding by a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No

3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.8 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 3.	
PART 4: CERTIFICATES AND LICENSES	
Within the past five (5) years, has the bidder/offeror:	
4.1 Had a denial, decertification, revocation or forfeiture of District of Columbia certification of any Certified Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for "Yes" in Subpart 4.1.	
4.2 Please provide a copy of the bidder's/offeror's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.	
PART 5: LEGAL PROCEEDINGS	
Within the past five (5) years, has the bidder/offeror:	
5.1 Had any liens or judgments (not including UCC filings) over \$25,000 filed against it which remain undischarged?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).	
5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 5.	
PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION	
6.1 Within the past five (5) years, has the bidder/offeror received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.2 Within the past five (5) years, has the bidder/offeror had any liquidated damages assessed by a government entity over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s).	
6.3 Within the last seven (7) years, has the bidder/offeror initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".	
6.4 During the past three (3) years, has the bidder/offeror failed to file a tax return or pay taxes required by federal, state, District of Columbia or local laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offeror failed to file/pay and the current status of the tax liability.	
6.5 During the past three (3) years, has the bidder/offeror failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other

If "Yes" to Subpart 6.5, provide the years the bidder/offeror failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.6 During the past three (3) years, has the bidder/offeror complied with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.6, provide the years the bidder/offeror failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.7 Indicate whether the bidder/offeror owes any outstanding debt to any state, federal or District of Columbia government.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.8 During the past three (3) years, has the bidder/offeror been audited by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(a) If "Yes" to Subpart 6.8, did any audit of the bidder/offeror identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	

PART 7: RESPONSE UPDATE REQUIREMENT

7.1 In accordance with the requirement of Section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02), the bidder/offeror shall update any response provided in Section I of this form during the term of this contract:

(a) Within sixty (60) days of a material change to a response; and

(b) Prior to the exercise of an option year contract.

PART 8: FREEDOM OF INFORMATION ACT (FOIA)

8.1 Indicate whether the bidder/offeror asserts that any information provided in response to a question in Section I is exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code §§ 2-531, et seq.). Include the question number(s) and explain the basis for the claim. (The District will determine whether such information is, in fact, exempt from FOIA at the time of request for disclosure under FOIA.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
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SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS

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

PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT

The bidder/offeror certifies that:

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

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

(a) _____

(b) _____

PART 2: INDEPENDENT PRICE DETERMINATION REQUIREMENTS

The bidder/offeror certifies that:

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

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

(i) Those prices;

(ii) The intention to submit a bid/proposal; or

(iii) The methods or factors used to calculate the prices in the contract.

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

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

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

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

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

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

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

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

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

PART 3: EQUAL OPPORTUNITY OBLIGATIONS

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

SECTION III. BUY AMERICAN ACT CERTIFICATION

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

PART 1: BUY AMERICAN ACT COMPLIANCE

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

_____ EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

SECTION IV. CERTIFICATION

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

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

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

EMPLOYEE TRAINING REQUIREMENTS

23 CFR, Part 230, Subpart A, Appendix B applies to this contract, except as modified below. Prior to commencing, the contractor shall submit to the DC Department of Transportation Contracting Officer for approval, the number of trainees to be trained in each selected and classification and providing the prospective trainee's home address(es) and social security number(s). The number of trainees to be trained under this contract is **Three (3)** and shall be in the following classifications:

<u>CRAFT</u>	<u>NUMBER</u>
Electrical Trainee	1

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Contracting Officer, DC Department of Transportation and the Division Engineer, Federal Highway Administration.

For purposes of this requirement, a trainee is defined as a person who is registered and receiving on-the-job training in a construction or construction management occupation under a program which has been approved and certified in advance by the U.S. Department of Labor, Employment and Training Administration or by the Division Engineer, Federal Highway Administration.

A trainee differs from an apprentice in that an apprentice means (1) a person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or (2) a person in the first 90 days of probationary employment in an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where applicable) to be eligible for probationary employment as an apprentice.

Contractors are encouraged to utilize the resources of the District of Columbia, Department of Employment Services, Employer Services Center and the District of Columbia, Department of Transportation to recruit and hire prospective trainees. Prospective trainees who are not enrolled in any approved program may be selected from among the contractor's construction workforce, subject to the approval of the Contracting Officer.

The District Department of Transportation- will monitor your training program closely during the life of

the project to ensure that the training program is being administered in compliance with the applicable Federal regulations and that the assigned number of trainees are enrolled and receiving training. Contractors are reimbursed only for training actually given and carefully documented by the Project Engineer and verified by the District Department of Transportation.

APPRENTICESHIP PROGRAM:

All prime Contractors and subcontractors who contract with the District of Columbia Government to perform construction or renovation work with a single contract or cumulative contracts of at least \$500,000.00, let within a twelve (12) month period, shall be required to register and apprenticeship program with the District of Columbia Apprenticeship Council. (D.C. Code 36-409((1981))).

APPRENTICES AND TRAINEES:

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

- (1) In Items A, B and C, except for subparagraph C5, wherever the words "Apprenticeship Council, D.C. Department of Labor" appear, add immediately after: "and/or U.S. Department of Labor."
- (2) In Item B. Trainees, add the following: "Training programs approved under the requirements of Article IV; Section 4 and 5 of Required Contract Provisions, Federal Aid Construction Contracts (Form FHWA-1273) will satisfy the requirements of this item."

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