

Section A: SOLICITATION, OFFER, AND AWARD	1. Caption ASPHALT MIX	Page of Pages 1 of 57, plus attachments
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2. Contract Number	3. Solicitation Number DCKA-2016-B-0012	4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency	5. Date Issued	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside-CBE certified only <input type="checkbox"/> Open Market with Set-Aside <input type="checkbox"/> SBE Designated Category:
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7. Issued By: DC Office of Contracting and Procurement District Department of Transportation 55 M Street, SE, 7th Floor Washington, DC 20003	8. Address Offer to: District Department of Transportation Office of Contracting & Procurement Bid Room 55 M Street, SE, 4th Floor Washington, DC 20003
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NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 55 M Street, SE, 4th Floor until 2:00 p.m. local time 11/14/2016

(Hour) (Date)

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

10. For Information Contact	A. Name Lisa Minor-Smith	B. Telephone (Area Code) 202 (Number) 671-2282 (Ext)	C. E-mail Address lisa.smith@dc.gov
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OFFER

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

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

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

15B. Telephone	(Area Code)	(Number)	(Ext)	17. Signature	18. Offer Date

AWARD (TO BE COMPLETED BY GOVERNMENT)

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

22. Name of Contracting Officer (Type or Print) Courtney B. Lattimore, Contracting Officer	23. Signature of Contracting Officer (District of Columbia)	24. Award Date

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SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 GENERAL

The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of District Department of Transportation, Transportation Operations Administration, is seeking a contractor to provide hot mix asphalt in accordance with the specifications as stated in Section C of this solicitation.

B.2 CONTRACT TYPE

The District Government contemplates award of a requirements contract with payments based on firm fixed unit prices for the goods specified. The contractor shall provide all items and perform all services in accordance with the terms and conditions of the contract.

B.3 REQUIREMENTS

- B.3.1** The District shall purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity shall be required or ordered, or that conditions affecting requirements shall be stable. They shall not be construed to limit the quantities which shall be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.
- B.3.2** Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, Section G.10. The District shall issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery shall be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District shall acquire the urgently required goods or services from another source.
- B.3.3** There is no limit on the number of orders that shall be issued. The District shall issue orders requiring delivery to multiple destinations or performance at multiple locations.
- B.3.4** Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

B.4 PRICE SCHEDULE

District Department of Transportation

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SCHEDULE OF ITEMS

DATE:
REVISED:

CONTRACT ID: DCKA2016B0012

PROJECT(S): BASE YEAR
OPTION YEAR 1
OPTION YEAR 2
OTHERS

CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001 BASE YEAR						
0010	|000516 Unassigned Special Item -TON - |413002 WARM MIX ASPHALT |BASE COURSE ON DISTRICT |TRUCKS 19.0MM	1500.000 TON	.	.	.	.
0020	|000516 Unassigned Special Item -TON - |413006 WARM MIX ASPHALT |SURFACE COURSE ON |DISTRICT TRUCKS 9.5MM	1000.000 TON	.	.	.	.
0030	|400007 Asphalt Construction Special Item -GAL - TACK COAT |ON DISTRICT'S TRUCK	75000.000 GAL	.	.	.	.
0040	|405010 Furnish AC Base HMA 25 MM, on District Trucks	1000.000 TON	.	.	.	.
0050	|405014 Furnish AC Base, HMA 19 MM on District Trucks	1100.000 TON	.	.	.	.
0060	|405022 Furnish AC Surface, HMA 9.5 MM on District Trucks	3200.000 TON	.	.	.	.
0070	405024 Furnish AC Leveling Course 9.5 MM on District Trucks	1000.000 TON
	SECTION 0001 TOTAL					.

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SCHEDULE OF ITEMS

DATE:

REVISED:

CONTRACT ID: DCKA2016B0012

PROJECT(S): BASE YEAR
 OPTION YEAR 1
 OPTION YEAR 2
 OTHERS

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0002 OPTION YEAR 1						
0080	|000516 Unassigned Special Item -TON - |413002 WARM MIX ASPHALT |BASE COURSE ON DISTRICT |TRUCKS 19.0MM	| | |TON	|1500.000|	|	|	|
0090	|000516 Unassigned Special Item -TON - |413006 WARM MIX ASPHALT |SURFACE COURSE ON |DISTRICT TRUCK 9.5MM	| | |TON	|1000.000|	|	|	|
0100	|400007 Asphalt Construction Special Item -GAL - TACK COAT ON DISTRICT'S TRUCK	| | |GAL	|75000.000|	|	|	|
0110	|405010 Furnish AC Base HMA 25 MM, on District Trucks	| | |TON	|1000.000|	|	|	|
0120	|405014 Furnish AC Base, HMA 19 MM on District Trucks	| | |TON	|1100.000|	|	|	|
0130	|405022 Furnish AC Surface, HMA 9.5 MM on District Trucks	| | |TON	|3200.000|	|	|	|
0140	405024 Furnish AC Leveling Course 9.5 MM on District Trucks	 TON	1000.000			
	SECTION 0002 TOTAL					

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SCHEDULE OF ITEMS

DATE:
REVISED:

CONTRACT ID: DCKA2016B0012

PROJECT(S): BASE YEAR
OPTION YEAR 1
OPTION YEAR 2
OTHERS

CONTRACTOR :

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

SECTION 0003 OPTION YEAR 2

0150	|000516 Unassigned Special Item -TON - 413002 WARM MIX ASPHALT BASE COURSE ON DISTRICT TRUCKS 19.0MM	TON	1500.000			
0160	|000516 Unassigned Special Item -TON - 413006 WARM MIX ASPHALT SURFACE COURSE ON DISTRICT TRUCKS 9.5MM	TON	1000.000			
0170	|400007 Asphalt Construction Special Item -GAL - TACK COAT ON DISTRICT'S TRUCK	GAL	75000.000			
0180	|405010 Furnish AC Base HMA 25 MM, on District Trucks	TON	1000.000			
0190	|405014 Furnish AC Base, HMA 19 MM on District Trucks	TON	1100.000			
0200	|405022 Furnish AC Surface, HMA 9.5 MM on District Trucks	TON	3200.000			
0210	405024 Furnish AC Leveling Course 9.5 MM on District Trucks	TON	1000.000			
	SECTION 0003 TOTAL					

District Department of Transportation

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SCHEDULE OF ITEMS

DATE:

REVISED:

CONTRACT ID: DCKA2016B0012

PROJECT(S): BASE YEAR
 OPTION YEAR 1
 OPTION YEAR 2
 OTHERS

CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0004 OPTION YEAR 3						
0220	|000516 Unassigned Special Item -TON - 413002 WARM MIX ASPHALT BASE COURSE ON DISTRICT TRUCKS 19.0MM	1000.000 TON				
0230	|000516 Unassigned Special Item -TON - 413006 WARM MIX ASPHALT SURFACE COURSE ON DISTRICT TRUCKS 9.5MM	1000.000 TON				
0240	|400007 Asphalt Construction Special Item -GAL - TACK COAT ON DISTRICT'S TRUCK	75000.000 GAL				
0250	|405010 Furnish AC Base HMA 25 MM, on District Trucks	1000.000 TON				
0260	|405014 Furnish AC Base, HMA 19 MM on District Trucks	1100.000 TON				
0270	|405022 Furnish AC Surface, HMA 9.5 MM on District Trucks	3200.000 TON				
0280	405024 Furnish AC Leveling Course 9.5 MM on District Trucks	1500.000 TON				
	SECTION 0004 TOTAL					
	TOTAL BID					

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- B.5** 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.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The District of Columbia Department of Transportation (DDOT), Street & Bridge Maintenance Division, is seeking a Contractor to furnish bituminous hot, warm, cold mix asphalt and tack coat emulsion as specified in Section C.3 below. The Contractor shall provide appropriate mixes for use during the year.

C.2 APPLICABLE DOCUMENTS

Item No.	Document Type	Title	Date
1	Specifications	District of Columbia District Department of Transportation Standard Specifications for Highways and Structures Division 400 for all asphalt mixes and Division 800 for asphalt mix Ingredients	2013
2	Specifications	Government of the District of Columbia Standard Contract Provisions for use with District of Columbia Supplies and Services Contracts	2007

C.3 BACKGROUND

DDOT has a recurring need, which at times can be daily, for hot, warm, cold asphalt mixes, and tack coat for filling potholes, deep patching, and street paving work throughout the District of Columbia.

C.4 GENERAL REQUIREMENTS

The hot, warm or cold mix from the plant shall be loaded onto trucks by hand shovels, gravity feed or power loading equipment. The mix shall be shoveled into holes with hand shovels or other hand tools, gravity feed or power equipment. The asphalt mix shall be compacted by hand, motorized tamper or power rollers.

C.4.1 Application Temperature

At the plant, the hot and warm asphalt mixes must be produced at 290-310 and 215-275 degrees Fahrenheit respectively.

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C.4.2 Moisture Level

None

C.4.1.1 The Contractor shall provide bituminous hot, warm, and cold asphalt mix in accordance with the following specifications:

C.5 SPECIFICATIONS FOR HOT MIX ASPHALT(HMA) and WARM MIX ASPHALT (WMA)

C.5.1 Performance Graded Asphalt Binders:

For mixes containing all virgin materials, they shall conform to DDOT Standard Specifications for Highway and Structures, Table 802.02, for Performance Graded (PG) 70-22 binder (Interstates, Other Freeways and Expressway, Principles, and Minors) or PG 64-22 (Local and Collectors) . The PG binder shall be pre-approved by DDOT.

C.5.1.1 The Contractor shall submit a certificate of analysis showing conformance with the PG Binder Specification.

C.5.1.2 The Contractor shall ensure the PG binder for HMA mixes shall be achieved by the use of Neat Asphalt with elastomeric polymer modifications when needed.

C.5.2 AGGREGATES:

Aggregates shall conform to the Standard Specifications Divisions 400 and 800.

C.5.3 MIX DESIGN:

C.5.3.1 The Contractor shall develop a mix design that conforms to DDOT Standard Specifications for hot mix (Section 818), warm mix (section 413), and for cold mix (Section 819) bituminous material. Any mix to be used on Street and Bridge Maintenance project shall be the most recent DDOT approved asphalt mix.

C.5.3.2 The Contractor shall not use crushed, recycled asphalt pavement (RAP) material, crushed glass or roofing shingles from manufacturing waste.

C.5.3.3 Tack Coat:

Tack Coat supplied by the Contractor shall meet all the requirements listed in DDOT Standard Specifications Section 802.04.

C.5.4 PICKUP

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C.5.4.1 Pickup & delivery in the District's trucks at contractor plant(s) shall be made at any time during normal operations of the plant(s), Monday through Saturday between the hours of 7:00am and 4:00pm.

C.5.4.2 The contractor shall agree to load all city trucks promptly upon entering their plant(s). More than ten (10) minutes time at a plant location in loading any Districts' trucks shall be considered a delay. The District reserves the right to bill the contractor: (a) for delay time at the rate of Two Hundred Dollars (\$200.00) per hour for any time period after the initial ten (10) minute wait for unnecessary delays within the control of the contractor's jurisdiction. This penalty will have a 2-hour minimum charge assessed against the contractor(s).

C.5.4.3 Should the contractor fail to deliver promptly, materials in hand as specified into Districts' trucks within the time element outlined above or if materials delivered are not of acceptable quality the Contract Administrator shall have right, in addition, to penalties outlined above. To procure materials elsewhere in the market and charge against the contractor any expense, time delay due to traveling to other supplier(s), or extra cost involved in procuring said materials or resulting from the delay in obtaining them.

C.5.4.4 The city will notify as to type (s) and amount required for city use by 12:00 p.m. the preceeding day for bituminous concrete for surface and/or bituminous concrete base mixes. Street delivery shall be made promptly in line with required time schedule(s) given at time of order release. The District does not warrant the responsibility for the quantity of material ordered but not picked up by the District.

C.5.4.5 The Contractor shall be required, when ordered, to provide bituminous concrete on Saturdays. The District's requirements are based on a full year (52 weeks). The contractor's "requirements are based on a full year (52 weeks). Contractor shall be required to furnish materials as requested during this period. Any plant shutdown must be coordinated and approved by the Contracting Administrator or his/her designee. If materials are required during the plant shutdown, the contractor(s) shall be required to provide the ordered material through other sources at quoted contract prices.

Delete Section 5.3.5 entirely. DDOT Standard Specifications for Highways and Structures requires plants to be closed for the nonpaving season every year . Plants can not be expected to operate during winter months. Street and Bridge maintenance should schedule its paving work accordingly.

C.5.4.6 All pickup of bituminous materials are made by District trucks. The Contractor must have the District drivers co-sign the invoices and record the District truck tag number on the invoices and the shipping tickets with the time of pickup.

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C.5.5 MEASUREMENTS

The tonnage of bituminous concrete mix to be paid for shall be the actual tonnage delivered or picked up. Each truckload of material shall be weighed before it leaves the plant in accordance with Division 100 of the specifications. in all instances involving any of the operations.

C.5.6 PERMITS, LICENSES AND SPECIFICATIONS

Asphalt suppliers must certify that at all times during the period of this contract, they shall observe and comply with all federal, state, local and municipal laws, ordinances, rules, regulations and specifications, where applicable, in any manner affecting compliance with the terms and conditions of this contract.

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SECTION D: PACKAGING AND MARKING

The packaging and marking requirements for the resultant contract shall be governed the Standard Specifications, dated June 2013.

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SECTION E: INSPECTION AND ACCEPTANCE

The packaging and marking requirements for this contract shall be governed by the Standard Contract Provisions (Attachment J.2)

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SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) year from date of award specified on the cover page of the 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 three (3) one year, option periods, or successive fractions thereof by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a 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 shall 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 an option period, the extended contract shall be considered to include the option provision.

F.2.3 The price for the option period shall be as specified in the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years.

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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, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

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

G.1.3 All invoices shall be sent to TOA via email in the same format as it is received with the addition of a work completion date column. The work order numbers must always accompany the location on the invoice.

G.2 INVOICE SUBMITTAL

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

Name: Office of the Controller/Agency CFO
Address: Customer Care Division
2000 14th Street, N.W., 6th Floor
Washington, DC 20009
Telephone: (202) 671-2300

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

G.2.2.1 Contractor's name, Federal tax ID and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);

G.2.2.2 Contract number and invoice number;

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

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G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer as outlined in C.7.3;

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

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

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

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.3.5.

G.3.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 PARTIAL PAYMENTS

G.4.2 Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the District if:

G.4.2.1 The amount due on the deliveries warrants it; or

G.4.2.2 The Contractor requests it and the amount due on the deliveries is in accordance with the following:

G.4.2.2.1 "Payment will be made on completion and acceptance of each item for which the price is stated in the Schedule in Section B".

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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G.5.1 In accordance with 27 DCMR 3250, the Contractor shall 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.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

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

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- G.6.1.1.1** the 3rd day after the required payment date for meat or a meat product;
- G.6.1.1.2** the 5th day after the required payment date for an agricultural commodity; or
- G.6.1.1.3** the 15th day after the required payment date for any other item.

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

G.7 CONTRACTING OFFICER (CO)

Contracts shall be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

**Courtney B. Lattimore, Contracting Officer
Office of Contracting & Procurement**

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**55 M Street, S.E., 7th Floor
Washington, D.C. 20003
202-671-2270**

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT ADMINISTRATOR (CA)

G.9.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as shall be specified in the contract. These include:

G.9.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as shall be specified in the contract. These include:

G.9.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.9.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.9.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.9.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

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G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.2 The address and telephone number of the CA is:

**Suzette Robinson
Chief of Operations
District Department of Transportation
55 M Street, SE, 6th Floor
Washington, DC 20003
Telephone: 202-673-6813
Email address: suzette.robinson@dc.gov**

G.9.3 The CA shall NOT have the authority to:

G.9.3.1 Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;

G.9.3.2 Grant deviations from or waive any of the terms and conditions of the contract;

G.9.3.3 Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,

G.9.3.4 Authorize the expenditure of funds by the Contractor;

G.9.3.5 Change the period of performance; or

G.9.3.6 Authorize the use of District property, except as specified under the contract.

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

G.10 ORDERING CLAUSE

G.10.1 Any supplies and services to be furnished under this contract must be ordered by issuance of task orders by the CO. Such orders shall be issued during the term of this contract.

G.10.2 All task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

G.10.3 Orders will be issued through the District's PASS System.

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SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2015-4281, Revision 3, dated 04/08/2016, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §§ 6701 - 6707, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

a. H.3 PREGNANT WORKERS FAIRNESS

H.3.1 The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).

H.3.2 The Contractor shall not:

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

(b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations

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ceases to the employee's original job or to an equivalent position with equivalent:

- (1) Pay;
- (2) Accumulated seniority and retirement;
- (3) Benefits; and
- (4) Other applicable service credits;

(c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

(d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

(e) Require an employee to take leave if a reasonable accommodation can be provided; or

(f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

H.3.3 The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to:

(a) New employees at the commencement of employment;

(b) Existing employees; and

(c) An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

H.3.4 The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

H.3.5 Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

H.4 UNEMPLOYED ANTI-DISCRIMINATION

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H.4.1 The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

H.4.2 The Contractor shall not:

(a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or

(b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:

(1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or

(2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

H.4.3 Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.* (First Source Act).

H.5.2 The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

(a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and

(b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

H.5.4 The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

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- H.5.5** The Contractor’s hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.
- H.5.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- H.5.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- H.5.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- H.5.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes**.
- H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.
- H.6 RESERVED**
- H.7 RESERVED**
- H.8 RESERVED**
- H.9 SUBCONTRACTING REQUIREMENTS**
- H.9.1 Mandatory Subcontracting Requirements**
- H.9.1.1** Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- H.9.1.2** If there are insufficient SBEs to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

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H.9.1.3 A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

H.9.1.4 Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.5 A prime contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.6 Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

H.9.1.7 A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

H.9.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1 of this clause. The plan shall be submitted as part of the bid and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor;
- (2) A current certification number of the small or certified business enterprise;
- (3) The scope of work to be performed by each subcontractor; and
- (4) The price that the prime contractor will pay each subcontractor.

H.9.3 Copies of Subcontracts

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Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor and the Director of DSLBD.

H.9.4 Subcontracting Plan Compliance Reporting

(ii) **H.9.4.1** If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

(A) The price that the prime contractor will pay each subcontractor under the subcontract;

(B) A description of the goods procured or the services subcontracted for;

(C) The amount paid by the prime contractor under the subcontract; and

(D) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

(iii) **H.9.4.2** If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

H.9.5 Annual Meetings

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

H.9.6 Notices

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan

H.9.7.1 A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

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H.9.7.2 A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

H.9.7.3 If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **clause 8 of the SCP, Default.**

H.10 FAIR CRIMINAL RECORD SCREENING

(iv) **H.10.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the "Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

(v)

(vi) **H.10.2** Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

(vii)

(viii) **H.10.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

(ix)

(x) **H.10.4** The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.

H.10.5 This section and the provisions of the Act shall not apply:

(a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;

(b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;

(c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or

(d) To employers that employ less than 11 employees.

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H.10.6 A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

H.11 RESERVED

H.12 **CONTRACTOR RESPONSIBILITIES**

RESERVED

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SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”), are incorporated as part of the contract resulting from this solicitation.

I.2 APPLICABILITY OF STANDARD SPECIFICATIONS FOR HIGHWAYS AND STRUCTURES

The Standard Specifications for Highways and Structures (SSHS), dated 2013, are incorporated as part of the contract resulting from this solicitation.

I.3 CONTRACTS THAT CROSS FISCAL YEARS

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

I.4 CONFIDENTIALITY OF INFORMATION

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

I.5 TIME

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

I.6 RIGHTS IN DATA

I.6.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it shall 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.6.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It shall, for example, document research, experimental, developmental or engineering work, or be usable

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or used to define a design or process or to procure, produce, support, maintain, or operate material. The data shall 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.6.3 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 Shall be either machine-dependent or machine-independent, and shall be general purpose in nature or designed to satisfy the requirements of a particular user.

I.6.4 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.6.5 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 shall 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 shall have released such data to the public.

I.6.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however,

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notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

- I.6.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer shall be transferred by the District;
- I.6.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.6.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.6.7** The restricted rights set forth in section I.5.6 are of no effect unless

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

RESTRICTED RIGHTS LEGEND

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

(xi) 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 shall 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.6.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for

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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.6.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.6.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.6.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.6.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.6.13** Paragraphs I.6.6, I.6.7, I.6.8, I.6.11 and I.6.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.7 OTHER CONTRACTORS

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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.8 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 Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.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 or the Contractor may, at its option, provide the coverage for any or all Subcontractors and if so, the evidence of insurance submitted shall so stipulate. 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.

Certificate Holder: The District of Columbia shall be named as an additional insured on all such policies.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO 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;

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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.
4. 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.
5. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5,000,000 per occurrence, including the District of Columbia as additional insured.
6. Professional Liability Insurance (Errors & Omissions). The Contractor shall Provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$2,000,000 annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

1. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$100,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as

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joint-loss payee, as their interests may appear.

2. Sexual/Physical Abuse & Molestation. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.
3. Environmental Liability Insurance. The Contractor shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of \$1,000,000 in coverage per incident and \$1,000,000 aggregate.
4. Installation-Floater Insurance. For projects not involving structures, the contractor shall provide an installation floater policy with a limit equal to the full contract value. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the contractor; and name the District of Columbia as the loss payee on the policy, as its interests may appear. A waiver of subrogation in favor of the District of Columbia shall be included.

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.

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- E. MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated Certificate of Insurance to the CO.
- G. CERTIFICATES OF INSURANCE.** The Contractor shall submit Certificates of Insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to the Contracting Officer listed in Section G.7 above.
- H. DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.10 EQUAL EMPLOYMENT OPPORTUNITY

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

I.11 ORDER OF PRECEDENCE

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

- (1) An applicable Court Order, if any
- (2) Contract DCKA-2016-C-0012
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) IFB, DCKA-2016-B-0012, as amended

I.12 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.13 GOVERNING LAW

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

SECTION J: LIST OF ATTACHMENTS

The attachments enumerated in Section J below are incorporated into and made a part of this contract.

Attachment Number	Document
J.1	Government of the District of Columbia, Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts (March 2007), incorporated by reference Available at www.ocp.dc.gov click on "Required Solicitation Documents"
J.2	Government of the District of Columbia, Department of Transportation Standard Specifications for Highways and Structures, 2013, incorporated by reference Available at: http://ddot.dc.gov/node/466272
J.3	U. S. Department of Labor Wage Determination No. 2015-4281, Revision No. 3, dated 04/08/2016 (attached)
J.4	Subcontractor Approval Form (attached)
J.5	Subcontracting Plan Available at www.ocp.dc.gov , click on "Required Solicitation Documents"
J.6	Equal Employment Opportunity/Affirmative Action Requirements (attached)
J.7	Monthly Employment Utilization Report
J.8	Required Labor Contract Provisions Payment of Predetermined Minimum Wages
J.9	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 Available at www.ocp.dc.gov click on "Required Solicitation Documents"
J.10	Way to Work Amendment Act of 2006 - Living Wage Notice 2016 Available at www.ocp.dc.gov click on "Required Solicitation Documents"
J.11	Way to Work Amendment Act of 2016 - Living Wage Fact Sheet Available at www.ocp.dc.gov click on "Required Solicitation Documents"
J.12	Tax Certification Affidavit Available at www.ocp.dc.gov click on "Required Solicitation Documents"

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Attachment Number	Document
J.13	Bidder/Offeror Certifications available at www.ocp.dc.gov click on "Required Solicitation Documents"
J.14	Department of Employment Services Initial Employment Plan Available at www.ocp.dc.gov click on "Required Solicitation Documents"
J.15	First Source Employment Agreement Available at www.ocp.dc.gov click on "Required Solicitation Documents"

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SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

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

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SUBJECT: Asphalt Mix

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 submitted in connection with proposed contract.

Signature of Official

Date

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

INVITATION NO.: DCKA-2016-B-0012

SUBJECT: Asphalt Mix

_____, being
(President or Authorized Official of Bidder)

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

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

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

does not have a proposed debarment pending; and

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

Exceptions shall not necessarily result in denial of award, but shall be considered in determining acceptability of bidder. 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

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Notary Seal

Notary Public

INVITATION NO.: DCKA-2016-B-0012

SUBJECT: Asphalt Mix

PAYMENT TO SUBCONTRACTORS AND SUPPLIERS CERTIFICATION

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

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

Certification shall be made on the following standard form.

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

I hereby certify:

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

Contractor/Company Name

Signature of Official

Date

Title

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SUBJECT: Asphalt Mix

ASSURANCE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

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

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

CONTRACTOR

AUTHORIZED REPRESENTATIVE

TITLE

CONTRACT NUMBER

DATE

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D.C. RESIDENTS EMPLOYMENT AGREEMENT

For all offers over \$300,000, except for those in which the Offeror is located outside the Washington Metropolitan Area and shall perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Offeror recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Offeror agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this contract and in compliance with Mayor's Order 83-265 and implementing instructions: (1) at least 51% of all jobs created as a result of this contract are to be performed by employees who are residents of the District of Columbia; and (2) at least 51% of apprentices and trainees shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Offeror also agrees to notify all prospective subcontractors, prior to execution of any contractual agreements, that the subcontractors are expected to implement Mayor's Order 83-265 in their own employment practices. The Offeror understands and shall comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. official Code sec. 32-1401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Code sec. 2-219.01 et seq.

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

Name _____ Title _____

Signature _____ Date _____

Office of Contracting and Procurement (CONSTRUCTION)	BID BOND		Date Bond Executed (Must Not be later Than Bid Opening Date)		
Bid Bond Period Ninety (90) Working Days After Bid Opening	TYPE OF ORGANIZATION ("X")				
PRINCIPAL Name(s) and Address(es)	<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> PARTNERSHIP		
	<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> CORPORATION		
	STATE OF INCORPORATION				
SURETY (IES) Name(s) and Address(es)	PENAL SUM OF BID				
	AMOUNT NOT TO EXCEED				
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENT(S)	5% OF BID
	BID IDENTIFICATION				
	BID OPENING DATE		INVITATION NO: DCKA-2016-B-0012		

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

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

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

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

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

PRINCIPAL

1. 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)		

INSTRUCTIONS

- This form shall be used whenever a bid guaranty is required in connection with construction, alteration and repair work.
- 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.
- 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.
- 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.
- 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.

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**BID FORM
(CONSTRUCTION CONTRACT)**

Read Instructions to Bidders (See Standard Contract Provisions as amended)	Invitation No.: DCKA-2016-B-0012 Issue Date:
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TO: CONTRACTING OFFICER, GOVERNMENT OF THE DISTRICT OF COLUMBIA

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

PROJECT TITLE: **ASPHALT MIX**

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

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

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

Enclosed is bid guaranty consisting of 5% of the total bid Bid Bond Certified Check Other

Name of bidder must be shown in full if an individual; and if a partnership, full names of all partners must be shown. If bidder is a corporation, impress corporate seal and furnish name of State where incorporated. If joint venture, all parties must sign.

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

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

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

Mark envelope in upper left corner as follows: Invitation No.: DCKA-2016-B-0012 To be opened (date): At 2:00 P.M. Envelopes available from Office of Contracting and Procurement	Address as follows: Department of Transportation Office of Contracting and Procurement 55 M Street, S.E., 4 th Floor Washington, DC 20003
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CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each Signature of the Bidder is considered to be a certification by the signatory in accordance with D.C. Official Code 2-203.16 that:
- 1) The prices in this Bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Bidder or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a Bid, or
 - (iii) the methods or factors used on calculate the prices in the Bid;
 - 2) The prices in this Contract have not been and shall not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and
 - 3) No attempt has been made or shall be made by the Bidder to induce any other concern to submit or not to submit a Bid for the purpose of restricting competition.
- (b) Each signature on the bid is considered to be a certification by the signatory that the signatory;
- 1) Is the person in the Bidder's organization responsible for determining the prices being offered in this Bid, and that the signatory has not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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

 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (iii) as an agent, has not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Bidder deletes or modifies subparagraph (a)(2) above, the Bidder

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must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.