

Remove existing fuel tank monitoring system equipment

 SOLICITATION, OFFER AND AWARD Department of Public Works Office of Contracting and Procurement		I. Solicitation No.: DCKT-2009-B-0063		2.Type: <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Negotiated (RFP)		3. Date Issued: 4/22/09		Page 1 of 251																																											
4. Contract Number				5. Requisition/Purchase Request No.				6. <input checked="" type="checkbox"/> Open Market with set aside for LSDBE subcontracting (see Sec-M) <input type="checkbox"/> Small Business Set-Aside (see Sec-M)																																											
7. Issued By: Mr. James Roberts, Contracting Officer Office of Contracting and Procurement 2000 – 14 th Street, N.W., 6 th Floor Washington, D.C. 20009						8. Address Offer To: Mr. James Roberts, Contracting Officer Office of Contracting and Procurement 3 rd Floor (BID-ROOM) 2000 – 14 th Street, N.W. Washington, D.C. 20009																																													
9. For information contact:		A. Name: Mr. Ronald W. Davis Jr.		B. Telephone (No collect calls)			C. E-mail Address																																												
				(Area Code) 202	(Number) 671-2389	(Ext)	Ronald.davis@dc.gov																																												
IMPORTANT - The "offer" section of this form must be fully completed by offeror.																																																			
SOLICITATION																																																			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"																																																			
10. Sealed offers in <u>1</u> "original" plus <u>2</u> copies to perform the work required will be received at the place specified in item 8, or if hand carried to the bid counter located at address shown in item 8 until (2:00 PM) local time on <u>05/25/09</u> . (Hour) (Date)																																																			
11. The District requires performance of the work described in strict accordance with the following:																																																			
<table border="0"> <thead> <tr> <th style="text-align: left;"><u>Description</u></th> <th style="text-align: left;"><u>Section</u></th> <th style="text-align: left;"><u>Pages</u></th> </tr> </thead> <tbody> <tr> <td>• Solicitation/Offer/Award Form</td> <td>Section A</td> <td>1-2</td> </tr> <tr> <td>• Schedule for Construction, Alterations, Repair Price</td> <td>Section B</td> <td>3-5</td> </tr> <tr> <td>• Scope/Specifications</td> <td>Section C</td> <td>7-15</td> </tr> <tr> <td>• Packaging and Markings</td> <td>Section D</td> <td>16</td> </tr> <tr> <td>• Inspection and Acceptance</td> <td>Section E</td> <td>17</td> </tr> <tr> <td>• Deliveries and Performances</td> <td>Section F</td> <td>18-20</td> </tr> <tr> <td>• Contract Administration Data</td> <td>Section G</td> <td>21-26</td> </tr> <tr> <td>• Special Contract Requirements</td> <td>Section H</td> <td>27-55</td> </tr> <tr> <td>• Contract Clauses</td> <td>Section I</td> <td>56-64</td> </tr> <tr> <td>• List of Attachments</td> <td>Section J</td> <td>82-202</td> </tr> <tr> <td>• Representations, Certifications and other statements of Bidders</td> <td>Section K</td> <td>203-251</td> </tr> <tr> <td>• Evaluation Factors for Award</td> <td>Section M</td> <td>79-81</td> </tr> <tr> <td>• The Standard Contract Provisions for Use with Specifications For District of Columbia Government Construction Projects, Dated 1973, as amended.</td> <td></td> <td></td> </tr> </tbody> </table>										<u>Description</u>	<u>Section</u>	<u>Pages</u>	• Solicitation/Offer/Award Form	Section A	1-2	• Schedule for Construction, Alterations, Repair Price	Section B	3-5	• Scope/Specifications	Section C	7-15	• Packaging and Markings	Section D	16	• Inspection and Acceptance	Section E	17	• Deliveries and Performances	Section F	18-20	• Contract Administration Data	Section G	21-26	• Special Contract Requirements	Section H	27-55	• Contract Clauses	Section I	56-64	• List of Attachments	Section J	82-202	• Representations, Certifications and other statements of Bidders	Section K	203-251	• Evaluation Factors for Award	Section M	79-81	• The Standard Contract Provisions for Use with Specifications For District of Columbia Government Construction Projects, Dated 1973, as amended.		
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12. After receiving the written <input type="checkbox"/> Award <input checked="" type="checkbox"/> Notice to Proceed the Contractor shall begin performance within ___ calendar days of the date specified in the Notice to Proceed and complete all the work within <u>120</u> calendar days. This performance period is <input checked="" type="checkbox"/> Mandatory <input type="checkbox"/> Negotiable.																																																			
13. The Contractor must furnish the required performance and payment bonds within ten (10) calendar days after receiving the Notice of Intent to Award. <input type="checkbox"/> yes, <input type="checkbox"/> no																																																			
14. Additional Solicitation Considerations																																																			
A. All bids are subject to the work requirements, provisions and clauses incorporated in this solicitation in full text or by reference																																																			
B. A BID GUARANTEE <input type="checkbox"/> is required <input type="checkbox"/> is not required																																																			
Government of the District of Columbia					Office of Contracting and Procurement																																														

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OFFER (Must be fully completed by offeror)									
15. Name, Company Name and Address of Offeror (with zip code)				16. Telephone No. ()			18. Remittance Address (if different than item 15).		
				17. E-mail address					
19. The offeror agrees to perform the work required at the prices specified herein and according to the BID SCHEDULE (Section B) and in strict accordance with the terms of this solicitation, if this offer is accepted by the District in writing within 90 calendar days after the date offers are due.									
20. The offeror agrees to furnish any required performance and payment bonds.									
21. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation (number and date each).									
Amendment Number									
Date									
22. Name and Title of person authorized to sign offer (Type or Print)				22A. Signature			22B. Offer		
AWARD (To be completed by the District)									
23. Amount				24. Accounting and Appropriation data					
25. PAYMENT WILL BE MADE BY: See Section G, paragraph G.2				26. Submit invoices as instructed in Section G of this solicitation (Contract Administration Data)					
CONTRACTING OFFICER WILL COMPLETE ITEM 27 OR 28 AS APPLICABLE									
27. <input type="checkbox"/> NEGOTIATED AGREEMENT (The Contractor is required to sign this document and return ____ copies to the issuing office). The Contractor agrees to furnish and deliver all items or perform all work requirements for the consideration stated in this contract. The rights and obligations of the parties of this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications and specifications incorporated by reference in or attached to this contract.				28. <input type="checkbox"/> AWARD (The Contractor is not required to sign this document). Your offer on this solicitation is hereby accepted. This award consummates the contract which consists of (a) the solicitation and your offer, and (b) this contract award. No further contractual document is necessary.					
29. Name and Title of Contractor or Person Authorized to Sign (Type or Print)				30. Name of Contracting Officer (Type or Print)					
29A. Signature		29B. Date		30A. Signature			30B. Date		

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 The Government of the District of Columbia, Office of Contracting and Procurement, Transportation and Specialty Equipment Commodity Group (The District) is seeking a contractor to remove existing fuel tank monitoring system equipment and install new monitoring systems at several government fuel facilities located throughout the District of Columbia.

B.2 The District contemplates award of a firm fixed price contract. The estimated range for this requirement is between **\$400,000.00 and \$600,000.00**.

B.3 The Contractor must bid lump sum firm fixed prices for the following Contract Line Item Number (CLIN) as described below and complete a price breakdown.

Contract Line Item Number (CLIN)	Supplies or Services	LUMP SUM
0001	Contractor shall remove the existing Veeder Root TLS 350 tank monitoring system and replace it with a new Veeder Root TLS 450 tank monitoring system located at: MPD 3 rd District 1620 V Street N.W. Washington, D.C. 20009	\$ _____
0002	Contractor shall remove the existing Incon tank monitoring system and replace it with a new Veeder Root TLS 450 tank monitoring system located at: MPD 6 th District 4201 Benning Road Washington, D.C. 20019	\$ _____
0003	Contractor shall remove the existing Veeder Root TLS 350 tank monitoring system and replace it with a new Veeder Root TLS 450 tank monitoring system located: MPD 2 nd District 3320 Idaho Ave N.W. Washington, D.C. 20016	\$ _____

Contract Line Item Number (CLIN)	Supplies or Services	
0004	<p>Contractor shall remove the existing Incon tank monitoring system and replace it with a new Veeder Root TLS 450 tank monitoring system located at:</p> <p>DPW Fuel Site – Ft Totten 4902 Bates Rd. N.E. Washington, D.C. 20011</p>	<p>\$ _____</p>
0005	<p>Contractor shall remove the existing Incon tank monitoring system and replace it with a new Veeder Root TLS 450 tank monitoring system located at:</p> <p>DPW Fuel Site 1835 West Va. Ave N.E. Washington, D.C. 20002</p>	<p>\$ _____</p>
0006	<p>Contractor shall remove the existing Incon tank monitoring system and replace it with a new Veeder Root TLS 450 tank monitoring system located at:</p> <p>MPD 7th District Police Facility 2455 Alabama Ave S.E. Washington, D.C. 20020</p>	<p>\$ _____</p>

Contract Line Item Number (CLIN)	Supplies or Services	
0007	<p>Contractor shall remove the existing Incon tank monitoring system and replace it with a new Veeder Root TLS 450 tank monitoring system located at:</p> <p>DPW Fuel Site – Blue Plains 5000 Overlook Ave S.W. Washington, D.C. 20032</p>	\$ _____
0008	<p>Contractor shall remove the existing Incon tank monitoring system and replace it with a new Veeder Root TLS 450 tank monitoring system located at:</p> <p>DCPS-Bus Facility 2115 5th Street N.E. Washington, D.C. 20002</p>	\$ _____
0009	<p>Contractor shall remove the existing Incon tank monitoring system and replace it with a new Veeder Root TLS 450 tank monitoring system located at:</p> <p>Fuel Site-Oak Hill Youth Center 8300 Riverton CT. Laurel, Md. 20707</p>	\$ _____

Contract Line Item Number (CLIN)	Supplies or Services	
0010	Contractor shall install a double post canopy, New island, New Kiosk, and a new pressurized system for the fueling operations located at: DPW Fuel Site 2200 Adams Place N.E. Washington, D.C. 20018	\$ _____
0011	Contractor shall pump and dispose of contaminated water, oil and sludge 1,000 gallons x\$ _____ gal.	\$ _____
0012	Contractor shall remove additional contaminated soil and refill with clean soil 1,000 cubic yard x\$ _____ cubicyard	\$ _____
TOTAL		\$ _____

SECTION C: DESCRIPTION/SEPCIFICATIONS/STATEMENT OF WORK

C.1 SCOPE OF WORK (GENERAL)

- C.1.1 The Contractor shall obtain the necessary permits and mark surrounding utilities
- C.1.2 The Contractor shall notify and submit to the Department of Public Works within five days after award their work scheduled work.
- C.1.3 The Contractor shall provide all labor, equipment and material to complete the overall scope of work.
- C.1.4 The Contractor shall make all necessary electrical connections.
- C.1.5 The Contractor shall start up system and program it.
- C.1.6 The Contractor shall provide training to personnel.
- C.1.7 The Contractor shall put electric back the way it was originally installed.
- C.1.8 The Contractor shall reuse all existing low voltage shielded cable wiring.
- C.1.9 The Contractor shall reuse all existing junction boxes and seal offs.
- C.1.10 The Contractor shall install a Ward FCT-RT™ fuel control terminal stainless cabinet with all system components under CLIN's 0001 through 0010.
- C.1.11 The Contractor shall install a Ward FCT-RT™ and Ward FCT-XT™ fuel control terminal stainless cabinet with all system components under CLIN's 0009 only.

C.2 SCOPE OF WORK (CLIN 0001)

- C.2.4 The Contractor shall remove the existing TLS 350 tank monitor at the 3rd District Police Facility.
- C.2.3 The Contractor shall remove the two in tank probes, sump sensors, and dispenser sensors and
- C.2.4 Install one new TLS 450 console with printer with associated equipment as listed below:
 - 1. Universal sensor/probe interface module.
 - 2. Universal input/output interface module.
 - 3. Extended storage L2.
 - 4. Continuous Statistic Leak Detection

5. 2-in tank probes with caps and adapters
6. 2-installation kits.
7. 5-Mag sumps sensors.
8. 5-Sensor mounting brackets
9. 2-Dual float hydrostatic sensors.
10. 2-pressurized line leak detectors with swift checks
11. 1-e-mail notification

C.2.5 The Contractor shall install a new canopy over the new island. The canopy shall be aluminum, with a minimum 400 w lighting, and a minimum size of 15' x 30'.

C.3 SCOPE OF WORK (CLIN 0002)

C.3.1 The Contractor shall remove the existing Incon Tank monitor and overfill alarm at 6th District Police Facility.

C.3.2 The Contractor shall remove the two in tank probes, sump sensors, and dispenser sensors and

C.3.3 Install one new TLS 450 console with printer with associated equipment equipped listed below:

1. Universal sensor/probe interface module.
2. Universal input/output interface module.
3. Extended storage L2.
4. Continuous Statistic Leak Detection
5. 2-in tank probes with caps and adapters
6. 2-installation kits.
7. 6-Mag sumps sensors.
8. 8-Sensor mounting brackets
9. 2-Dual float hydrostatic sensors.
10. Overfill alarm and acknowledgement switch
11. 2-pressurized line leak detectors with swift checks
12. 1-e-mail notification

C4 SCOPE OF WORK (CLIN 0003)

C.4.1 The Contractor shall remove the existing TLS 350 tank monitor at the 2nd District Police Facility.

C.4.2 The Contractor shall remove the two in tank probes, sump sensors, and dispenser sensors and

C.4.3 Install one new TLS 450 console with printer with associated equipment equipped listed below:

1. Universal sensor/probe interface module.
2. Universal input/output interface module.
3. Extended storage L2.
4. Continuous Statistic Leak Detection
5. 2-in tank probes with caps and adapters
6. 2-installation kits.
7. 4-Mag sumps sensors.
8. 6-Sensor mounting brackets
9. 2-Dual float hydrostatic sensors.
10. 2-pressurized line leak detectors with swift checks
11. 1-e-mail notification

C.5 SCOPE OF WORK (CLIN 0004)

C.5.1 The Contractor shall remove the existing Incon tank monitor and overfill alarm DPW fuel Site-Ft Totten Facility.

C.5.2 The Contractor shall remove the two in tank probes, sump sensors, and dispenser sensors and

C.5.3 Install one new TLS 450 console with printer with associated equipment equipped listed below:

- 1 Universal sensor/probe interface module.
- 2 Universal input/output interface module.
- 3 Extended storage L2.
- 4 Continuous Statistic Leak Detection
- 5 2-in tank probes with caps and adapters
- 6 2-installation kits.
- 7 6-Mag sumps sensors.
- 8 8-Sensor mounting brackets
- 9 2-Dual float hydrostatic sensors.
- 10 Overfill alarm and acknowledgement switch
- 11 2-pressurized line leak detectors with swift checks
- 12 1-e-mail notification

C.6 SCOPE OF WORK (CLIN 0005)

C.6.1 The Contractor shall remove the existing Incon tank monitor and overfill alarm. at West Virginia Ave facility.

C.6.2 The Contractor shall remove the in tank probes, interstitial sensors, sump sensors, and dispenser sensors and

C.6.3 Install one new TLS 450 console with printer with associated equipment equipped listed below:

- 1 Universal sensor/probe interface module.
- 2 Universal input/output interface module.
- 3 Extended storage L2.
- 4 Continuous Statistic Leak Detection
- 5 7-in tank probes with caps and adapters
- 6 7-installation kits.
- 7 10-Mag sumps sensors.
- 8 10-Sensor mounting brackets
- 9 5-interstitial sensors
- 10 5-2" interstitial sensors cap and ring sets.
- 11 Overfill alarm and acknowledgement switch
- 12 2-pressurized line leak detectors with swift checks
- 13 1-e-mail notification

C.6.4 The Contractor shall install two (2) new canopies over the new island. The canopy shall be aluminum, with a minimum 400 w lighting, and a minimum size of 15' x30'.

C.7 SCOPE OF WORK (CLIN 0006)

C.7.1 The Contractor shall remove the existing Incon Tank monitor and overfill alarm at 7th District Police Facility.

C.7.2 The Contractor shall remove the two in tank probes, sump sensors, and dispenser sensors and

C.7.3 Install one new TLS 450 console with printer with associated equipment equipped listed below:

- 1 Universal sensor/probe interface module.
- 2 Universal input/output interface module.
- 3 Extended storage L2.
- 4 Continuous Statistic Leak Detection
- 5 1-in tank probes with caps and adapters
- 6 1-installation kits.
- 7 3-Mag sumps sensors.
- 8 3-Sensor mounting brackets
- 9 2-Dual float hydrostatic sensors.
- 10 Overfill alarm and acknowledgement switch
- 11 1-e-mail notification

C.8 SCOPE OF WORK (CLIN 0007)

C.8.1 The Contractor shall remove the existing Incon Tank monitor and overfill alarm at Blue Plains facility.

C.8.2 The Contractor shall remove the two in tank probes, sump sensors, and dispenser sensors and

C.8.3 Install one new TLS 450 console with printer with associated equipment equipped listed below:

- 1 Universal sensor/probe interface module.
- 2 Universal input/output interface module.
- 3 Extended storage L2.
- 4 Continuous Statistic Leak Detection
- 5 2-in tank probes with caps and adapters
- 6 2-installation kits.
- 7 6-Mag sumps sensors.
- 8 8-Sensor mounting brackets
- 9 2-Dual float hydrostatic sensors.
- 10 Overfill alarm and acknowledgement switch
- 11 1-e-mail notification

C.9 SCOPE OF WORK (CLIN 0008)

C.9.1 The Contractor shall remove the existing Incon Tank monitor and overfill alarm at 5th Street Bus facility.

C.9.2 The Contractor shall remove the two in tank probes, interstitial sensors.

C.9.3 Install one new TLS 450 console with printer with associated equipment equipped listed below:

- 1 Universal sensor/probe interface module.
- 2 Universal input/output interface module.
- 3 Extended storage L2.
- 4 2-in tank probes with caps and adapters
- 5 2-installation kits.
- 6 2-Single float interstitial sensors.
- 7 1-Continuous Statistic Leak Detection
- 8 Overfill alarm and acknowledgement switch
- 9 1-e-mail notification

C.10 SCOPE OF WORK (CLIN 0009)

C.10.1 The Contractor shall remove the existing Incon Tank monitor and overfill alarm at Oakhill Youth Center Facility.

C.10.2 The Contractor shall remove the two in tank probes, sump sensors, and dispenser sensors.

C.10.3 The Contractor shall trench from the warehouse to the garage on the other end of the parking lot.

C.10.4 The Contractor shall install conduits from warehouse to the inside of the garage.

C.10.5 The Contractor shall pull all new shielded cable from each probe, sensor to the garage for one continuous pull. (The wiring cannot be spliced).

C.10.6 Install one new TLS 450 console with printer with associated equipment equipped listed below;

- 1 Universal sensor/probe interface module.
- 2 Universal input/output interface module.
- 3 Extended storage L2.
- 4 Continuous Statistic Leak Detection
- 5 4-in tank probes with caps and adapters
- 6 4-installation kits.
- 7 5-Mag sumps sensors
- 8 6-Sensor mounting brackets
- 9 Overfill alarm and acknowledgement switch
- 10 1-e-mail notification

C.10.7 The Contractor shall connect all electrical connections.

C.10.8 The Contractor shall start up system and program it.

C10.9 The Contractor shall provide training to personnel.

C.10.10 The TLS 450 shall monitor one 20,000 gallon unleaded tank, one 1,000 gallon diesel tank, one 550 gallon diesel tank and one 550 gallon emergency generator tank.

C.10.11 The Contractor shall remove two 250 gallon and one 500 gallon diesel UST's and all associated piping. The Contractor shall install one 2000 gallon above ground double walled tank and all associated piping. The piping shall be pressurized and properly connected to the new Veeter-root monitoring system. All work shall meet or exceed all applicable rules, regulations, codes and laws of DCRA, DOH, DDOE, and EPA.

C.10.12 The Contractor shall install a new canopy over the new Island. The canopy shall be aluminum, with a minimum 400 w lighting, and a minimum size of 15' x 30'.

C.11 SCOPE OF WORK (CLIN 0010)

- C.11.1** The Contractor shall precision test the underground storage tank.
- C.11.2** The Contractor shall disconnect the electric to the kiosk and pumps.
- C.11.3** The Contractor shall remove and dispose of the kiosk.
- C.11.4** The Contractor shall remove and dispose of the concrete island, pumps, and the concrete pad over top of the underground storage tank.
- C.11.5** The Contractor shall excavate for canopy footers and pour concrete footers and set anchor bolts.
- C.11.6** The Contractor shall set new island in place.
- C.11.7** The Contractor shall set 2-new dispenser sumps inside islands forms.
- C.11.8** The Contractor shall install a new Red Jacket submerge pump.
- C.11.9** The Contractor shall install new double wall piping from the submerge pump to each dispenser sump.
- C.11.10** The Contractor shall install new double wall vent pipe.
- C.11.11** The Contractor shall install all the electrical conduits required.
- C.11.12** The Contractor shall install new 15-gallon overspill bucket with new OPW 7150 Overfill valve.
- C.11.13** The Contractor shall pressure test all piping.
- C.11.14** The Contractor shall backfill tank area and island area.
- C.11.15** The Contractor shall set new u-shaped bollards at each end of island.
- C.11.16** The Contractor shall box out for canopy footers and pour Concrete Island.
- C.11.17** The Contractor shall set new 39” composite man holes and pour concrete tank pad with rebar installed.

- C.11.18** The Contractor shall set new 5'6"x8' kiosk on island. The kiosk shall be equipped with the following equipment.
1. steel swing door
 2. 2-clear tempered glass sides.
 3. 1-heater.
 4. 1-roof mounted air conditioner.
 5. 12 circuit sub panel
- C.11.19** The Contractor shall set 2 new Gas boy stainless steel dispensers (9853KXTW1DF) on island and connect piping.
- C.11.20** The Contractor shall install all the hardware on dispensers, nozzles, filters, hoses, breakaways, swivels and high hose retractors.
- C.11.21** The Contractor shall connect all electrical from the Kiosk to the dispensers, submerge pumps and electronic line leak detectors.
- C.11.22** The Contractor shall connect all inside electrical to heaters, air conditioners, pump control boxes and lights.
- C.11.23** The Contractor shall mount new TLS450 inside Kiosk and connect all electrical as follows below:
1. Universal sensor/probe interface module.
 2. Universal input/output interface module.
 3. Extended storage L2.
 4. Continuous Statistic Leak Detection.
 5. 1-in tank probes with caps and adapters.
 6. 1-installation kits.
 7. 4-Mag sumps sensors.
 8. 4-Sensor mounting brackets.
 9. Dual float hydrostatic sensor.
 10. Overfill alarm and acknowledgement switch
 11. 2-pressurized line leak detectors with swift checks
 12. 1-e-ail notification.
- C.11.24** The Contractor shall install new overfill alarm and emergency shut of switch on Kiosk exterior.
- C.11.25** The Contractor shall install new canopy with 24' x 39' with 15' clearance.
- C.11.26** The Contractor shall install wire and connect 6 new Scottsdale canopy lights.

C.11.27 The Contractor shall start up system and program Veeder Root TLS 450 console.

C.11.28 The Contractor shall precision test system.

C.11.29 The Contractor shall provide DPW with all testing results within five days after testing.

C.11.30 The Contractor shall clean up and dispose of all debris.

SECTION D: PACKAGING AND MARKING

D.1 MATERIAL DELIVERY, HANDLING AND STORAGE:

- A. The Contractor shall deliver materials and equipment in the original, properly labeled, unbroken packages, containers, cartridges or bundles and in such quantities and such ample time that progress of work will not be delayed.
- B. The Contractor shall protect materials and products against any damage or deterioration during transit to the site, unloading, delivering and storing at site, installation or erection and during period between installation or erection and final acceptance by the District, that shall include, but not limited to:
 - 1. Minimum exposure to weather during delivery.
 - 2. Storage off ground in dry, well-ventilated spaces.
 - 3. Covering, as necessary, for adequate protection from soiling and wetting.
- C. The Contractor shall provide storage methods that will facilitate inspection and testing before and during the use as follows:
 - 1. Space for storage of materials and equipment will be approved by the District's Inspector (see Paragraph H.17).
 - 2. The Contractor shall not occupy more space at the site than is absolutely necessary for proper execution of the work.

SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION

E.1.1 The inspection and acceptance requirements for the resultant contract will be governed by Article 11 of the Standard Contract Provisions for Use with Specifications for District of Columbia Government Construction Projects, dated 1973, as amended and incorporated herein by reference. A copy of this booklet is available free of charge to the bidders at the Bid Issuance Office located at 2000 14th Street, N.W., 3rd Floor Bid Room, Washington, D.C. 20009.

E.2 PARTIAL ACCEPTANCE

A. The Contracting Officer's Technical Representative (COTR) may, at his/her option, accept part of the work under this contract in writing prior to the COTR's final acceptance of all the work under the contract, when the COTR considers it beneficial to the District of Columbia.

E.3 FINAL INSPECTION

E.3.1 The Contractor shall give the COTR written notice at least fourteen (14) days in advance of date on which project will be 100% complete and ready for final inspection. Prior to final inspection date, the Contractor shall verify in writing that in the Contractor's best judgment no deficiencies exist.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The Contractor shall commence work within Ten (10) calendar days of the date specified in the written Notice to Proceed (NTP) signed and issued by the Contracting Officer and shall start and complete all the work in strict accordance with the phasing schedule as provided in the General Scope Section of the Specifications. The Contractor shall complete all the work within one hundred and twenty (120) calendar days.

F.2 DELIVERABLES

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
0001	Completion of MPD 3 rd District 1620 V St. N.W	120 days	F.O.B destination	Completion date 120 days from receipt of purchase order	
0002	Completion of MPD 6 th District 4201 Benning Rd	120 days	F.O.B destination	Completion date 120 days from receipt of purchase order.	
0003	Completion of MPD 3 rd District 3320 Idaho Ave N.W.	120 days	F.O.B destination	Completion date 120 days from receipt of purchase order.	
0004	Completion of DPW Fuel Site – Ft Totten 4902 Bates Rd. N.E.	120 days	F.O.B. destination	Completion date 120 days from receipt of purchase order.	
0005	Completion of DPW Fuel Site 1833 West Va. Ave N.E.	120 days	F.O.B. destination	Completion date 120 days from receipt of purchase order.	

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
0006	Completion of MPD 7 th District Police Facility 2455 Alabama Ave S.E.	120 days	F.O.B destination	Completion date 120 days from receipt of purchase order
0007	Completion of DPW Fuel Site – Blue Plains 5000 Overlook Ave S.W.	120 days	F.O.B destination	Completion date 120 days from receipt of purchase order.
0008	Completion of DCPS- Bus Facility 2115 5 th Street N.E.	120 days	F.O.B. destination	Completion date 120 days from receipt of purchase order.
0009	Completion of Fuel Site – Oak Hill Youth Center 8300 Riverton CT	120 days	F.O.B. destination	Completion date 120 days from receipt of purchase order.
0010	Completion of DPW Fuel Site 2200 Adams Place N.E.	120 days	F.O.B destination	Completion date 120 days from receipt of purchase order
ITEMS	0&M Manual	1 copy each	F.O.B destination	1 week before District personnel assume operation of the system.
	Contractor shall submit schedule work.	1 copy each		5 days after award.
	Contractor shall submit testing results.			5 days after testing.

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.3.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

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, based on the approved Critical Path Method (CPM) schedule as described in Section H.30, H.35.1 (2) of this document, only for the percentage of work or services actually performed or completed during the subject period and accepted by the District, 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.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 (COTR) specified in Section G.9 below. The address of the CFO is:

Office of the Chief Financial Officer
Customer Care Division
2000 14th Street, N.W., 6th Floor
Washington, D.C. 20009
Phone: (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 shall date invoices on the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, amount of payment requested, quantity, and the dates of the work performed based on the approved CPM schedule;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;

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

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

G.4.1 The District will utilize the progress payment method under this contract, and will make progress payments when all of the following conditions are satisfied:

1. The portion of the service provided by the Contractor is accepted by the District;
2. The work on the specific contract activity as identified in the approved CPM Schedule, for which the progress payment is requested, is 100% complete;
3. The Contractor submits the invoice as describe in G.2 for the progress G.2 for the progress payment.

G.4.2 The Contractor shall prepare and deliver to the COTR for approval;

1. Original and a copy of completed Summary of Progress Payment Breakdown Form within fourteen (14) days after issuance of written Notice to Proceed and prior to submission of first progress payment request. This detailed estimate of costs shall include a breakdown of costs for all items of work that will be performed under the contract with total amount equal to the lump sum bid price under Section B.1 thru B.11.
2. Original and a copy of the signed (by the authorized representative of the Contractor) Progress Payment Request Form on or before the twenty-fifth (25th) day of each month during progress of the work. The COTR will direct the Progress payment to be made based on the actual work performed based on the COTR's approval of the Schedule of Values. This approval will include only those fractions of work which have been completed and duly accepted by COTR. COTR's acceptance signature on the form is mandatory.

3. Copy of the Schedule of Values pre-approved by the COTR with invoice.

G.4.3 Materials and equipment payments:

1. The District will pay for the materials, equipment and associated components delivered to the jobsite or stored on the side, until they are satisfactorily incorporated in the completed work, at 100% to their invoiced value from the manufacturer or supplier as approved by the COTR. The Contractor shall properly store and protect all the materials and equipment and ensure that all materials and equipment are in compliance with the submittals approved by the COTR.
2. The District will pay the Contractor 75% of the invoiced value for materials, equipment and associated components stored off-site in a bonded warehouse within a twenty-five (25) mile radius of the jobsite. Payment will be subject to the following documentation accompanying the payment request:
 - a. A certified statement giving the exact location of the materials or equipment, that such material or equipment is properly stored and protected meeting the approval of COTR and is consigned to the District of Columbia Government; that the materials and equipment will not be diverted for use or installation at a different project, and that they are subject to inventory and inspection by the COTR.
 - b. A valid invoice or bill of sale indicating the unit quantity, description of the material or equipment and its costs as defined in Section G.4, D.1 and 2.
 - c. A certificate of insurance of a bonded warehouse, in the event the materials/equipment is stored off-site.

G.4.4 Before approval of the CPM schedule, the District may make two (2) initial monthly payments

G.5 Before approval of the CPM schedule, the District may make two (2) initial monthly payments under this contract for the work performed during the first sixty (60) days following the Notice to Proceed, following the COTR's partial acceptance of the work in writing in accordance with section E.2. In the event that the District elects to proceed in this manner, the following shall apply.

1. The District will not make any additional payments until the final CPM schedule is approved by COTR.

2. The District will not make progress payments for all other activities until the final CPM schedule is approved and distributed by the COTR.

G.6 The COTR shall use the CPM Schedule approved and updated as provided in Subsection H.35 as the basis upon which to estimate successive progress payments to be made.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

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

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) 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.6.2 Payments to Subcontractors

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

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

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

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

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

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

G.7 CONTRACTING OFFICER (CO)

Contracts may 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:

*James Roberts
Office of Contracting and Procurement
Transportation and Specialty Equipment Commodity Group
2000 14th Street, N.W., 6th Floor
Washington, D.C. 20009
(202) 671-2200*

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 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- G.9.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Michael A. Bullock Sr.
Facilities Manager, Office of Administrative Services
Department of Public Works
2000 14th Street N.W.
Washington, D.C. 20009
(202) 202-671-2353

- G.9.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 PUBLICITY

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

H.2 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.3 PROTECTION OF PROPERTY:

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H.4 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

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

H.5 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. § 794 (1983) *et seq.*

H.6 WAY TO WORK AMENDMENT ACT OF 2006

H.6.1 Except as described in H.11.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 et seq.) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.6.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.6.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.6.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.6.5 The Contractor shall provide a copy of the Fact Sheet attached as J.2.5 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.2.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.6.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

H.6.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 et seq.

H.6.8 The requirements of the Living Wage Act of 2006 do not apply to:

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

H.6.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.7 WARRANTY

H.7.1 The Contractor warrants that the equipment furnished by the Contractor shall be free from all defects whatsoever and agrees that for a period of one (1) year from date of acceptance by the District of Columbia, any repair, replacement, or

adjustments made necessary because of such defects will be made promptly by the Contractor without cost to and to the satisfaction of the District of Columbia. This warrant shall not operate to defeat the purpose of page 1, paragraph 5 Standard contract Provisions, nor shall it act to void longer guarantees by the manufacturer of the equipment or its components.

H.8 DEBRIS AND CLEANING

H.8.1 The Contractor shall, during the progress of the work, remove and properly dispose of the resultant dirt and debris daily and keep the premises clean and free from safety hazards.

H.8.2 Upon completion of the work, the Contractor shall remove all equipment, salvaged materials provided for the work (except any materials that are to remain the property of the government of the District of Columbia as provided in the specifications) and leave the premises in a neat and clean condition satisfactory to the COTR at the site.

H.9 MATERIALS AND WORKMANSHIP

H.9.1 Unless otherwise specified, all materials and equipments incorporated in the work under the contract shall be new. All workmanship shall be first class and by persons qualified in the respective areas.

H.9.2 In the absence of specific requirements for installation of a material or product, the Contractor will be held responsible for installation of said material or product in strict accordance with the manufacturer's printed instructions and recommendations.

H.10 STANDARDS

H.10.1 Any material specified by reference to the number, symbol or title of a specific standard such as a Commercial Standard, a Federal Specification, ASTM certification or other similar standard, shall comply with the requirements in the latest revision hereof.

H.10.2 The District will not furnish any copies of the applicable Federal Specifications, Commercial Standards and other standard specifications to the bidders. However, the Contracting Officer will furnish upon request, information as to how copies of the standards referred to may be obtained, and it will be responsibility of the requestor to obtain the necessary documents from respective sources.

H.10.3 Where a standard is referred to in the various sections of these specifications, it shall include the installation requirements specified therein unless specifically modified in the contract specifications.

H.11 EQUIPMENT COORDINATION

H.11.1 It shall be the responsibility of the Contractor to ascertain that the make and model of all shop or factory fabricated equipment furnished not only meets all requirements of the contract document, but it shall be of the proper physical size and dimension to fit the space or area, ductwork, conduit, panel boxes, disconnect switches and related accessory equipment. Where the physical size of any equipment is dependent upon other equipment, coordination shall be done by the Contractor to assure that they are compatible and will fit within the limitations of the space where they are to be located, including coordinating of utility connections and coordination of space for servicing the equipment, changing filters, cleaning tubes and similar operations.

H.12 GUARANTEE OF WORK

H.12.1 The Contractor guarantees, for a period of one (1) year after date of acceptance for Occupancy as established in the District's written notification, to repair or replace any work in which any defects in materials or workmanship appear within said period and to repair or replace any and all work damaged by reasons thereof, to the satisfaction of the COTR and without cost to the District of Columbia.

H.12.2 In any case where in fulfilling the requirements of the contract or any guarantee, embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition comparable to its original condition and guarantee such restored work to the same extent as it was guaranteed under such other contracts.

H.12.3 Upon the Contractor's failure to proceed promptly to comply with the terms of any guarantee under the contract or still running upon work originally executed by other Contractors, the District of Columbia may (1) either have such work performed as the Contracting Officer deems necessary to fulfill such guarantee, or (2) allow all such damaged or defective work to remain in such unsatisfactory condition; provided that the Contractor shall promptly pay the District of Columbia the sum estimated by the Contracting Officer under the provision of paragraph H.17.2, above to represent the amount which would have been necessary to expend to fulfill such guarantee. Everything done in the fulfillment of any guarantee shall be without additional expense to the Government of the District of Columbia.

H.13 PROTECTION

H.13.1 The Contractor shall protect existing public and private property including but not limited to sidewalks, pavements, landscaping, from damage using methods approved by COTR such as planking, covering, temporary cement curbs, and shall be responsible for replacement of items that are damaged by work under this contract. The Contractor shall repair or replace damages to sidewalks, curbs,

streets, public property and public utilities as directed by the COTR in accordance with standards of the agency having jurisdiction over the damaged property. The COTR will not permit grouting of cracks in sidewalks and driveways. The Contractor shall replace cracked slabs.

H.13.2 The Contractor shall be responsible for personal injury to workmen and the public and shall indemnify and hold the District harmless for any such injuries that are incurred during the performance of this contract.

H.13.3 Nothing contained in the drawings and specifications for installation of fences, barricades or site protection shall be interpreted as making the District a party to, liable for, or relieving the Contractor of:

1. The Contractor's responsibility for materials delivered and work performed until completion and final acceptance;
2. The Contractor's responsibility to sustain all costs, losses or damages arising out of the nature of the work to be done, or due to any unforeseen or usual obstructions or difficulties which may be encountered in the accomplishment of the work, or difficulties which may be encountered in the accomplishment of the work, or resulting from the work, or resulting from the action of the elements; and
3. The Contractor's responsibility to protect existing public and private property.

H.13.4 Site Protection:

1. Watchperson:
 - a. The Contractor shall employ watchpersons to safeguard the site.
 - b. The watchpersons shall be employed during all periods in which the Contractor's employees are not performing actual site work.
2. Lights:
 - a. Illumination of the worksite during non-daylight hours is required of the Contractor at the Contractor's expense.

H.14 EXISTING CONDITIONS (WHERE APPLICABLE)

H.14.1 The Contractor shall verify by actual measurement existing work required to connect with work now in place before the Contractor commences actual work at the site. The Contractor shall ensure that new work in extension of existing work

shall correspond in all respects with that to which it connects unless otherwise indicated or specified.

H.14.2 The Contractor shall cut, alter, remove or temporarily remove and replace existing work as necessary for the performance of the work to be done. The Contractor shall restore work remaining in place that is damaged or defaced by reason of work done under this contract to a condition satisfactory to the COTR.

H.15 OPERATION AND MAINTENANCE INSTRUCTIONS

H.15.1 Prior to final acceptance of the project, the Contractor shall submit to the COTR one (1) copy of operation manuals or instruction manuals or instruction manuals for each piece of equipment, mechanical or electrical system.

1. Manuals shall show all controls (switches and valves) and give instructions on functions of each.
2. Manuals shall give proper operating, reading or tolerances for all gauges and other control indicating devices.
3. Manuals shall show the location of all items requiring periodic maintenance operations and specify recommended intervals of maintenance and recommended lubricants, and a listing of spare.
4. Manuals shall include diagrammatic sketches or actual layouts of mechanical and electrical system showing location of all control items such as fuses, circuit breakers, indicator lights, dials, gauges, valves, thermostats, aquatints, cleanouts, and switches.

H.15.2 The Contractor shall submit manuals which shall be bound separately into appropriate sets, i.e., air conditioning system, heating system, ventilating system, lighting system, ship equipment, plumbing system, incinerator, sprinkler system, sound system, clock and bell system, power operated door system and special equipment.

H.15.3 The Contractor shall deliver manuals not less than one week before District personnel assume operation of the system.

H.16 EROSION AND POLLUTION CONTROL

H.16.1 The Contractor shall provide erosion control facilities as approved and as required for fulfilling the requirements of Health Regulations of the District of Columbia.

H.16.2 The Contractor shall take such measures, as determined to be adequate in the opinion of the Contracting Officer, which will prevent soil erosion from the site in question.

H.16.3 The Contractor shall conduct all operations in such a manner as to prevent when possible and otherwise minimize the contamination of watercourses by sediment bearing materials or other pollutants.

H.16.4 The Contractor shall maintain effective erosion control for the duration of any suspension of all or a portion of the construction operation.

H.17 GOVERNMENT INSPECTOR

H.17.1 The work shall be conducted under the general direction of the COTR and is subject to inspection by his appointed Inspectors to ensure strict compliance with the terms of the contract. Neither the COTR nor an Inspector is authorized to Change any provision of the contract documents without written authorization of the Contracting Officer.

H.17.2 The presence of or absence of an Inspector shall not relieve the Contractor from compliance with materials and workmanship requirements of the contract.

H.18 ENGINEERING AND LAYOUT SERVICES

H.18.1 The Contractor shall provide competent engineering services to execute the work in accordance with the contract requirements. The Contractor shall verify the figures shown on the drawings before undertaking any construction work and shall be responsible for the accuracy of the finished work.

H.18.2 The District has made its best efforts to establish such general reference points as will enable the Contractor to proceed with the work. It is the Contractor's responsibility to visit the site and familiarize themselves with the site conditions before submitting his bid.

H.18.3 The Contractor shall make no change in locations without the written approval of the Contracting Officer.

H.19 REFERENCE TO CODES AND REGULATIONS

H.19.1 Where the District of Columbia codes and regulations and other codes and regulations are referred to in these specifications, they are minimum requirements.

H.19.2 Where the requirements of these specifications exceed the referred requirements of the codes and regulations, these specifications shall govern.

H.19.3 Requirements of codes and regulations shall include revisions, amendments and supplements thereto in effect on the closing date of the Invitation For Bids (IFB). The IFB will be amended to conform it to such code and regulation changes that occur after the closing date.

H.20 EXISTING EQUIPMENT REMAINING IN USE

H.20.1 During the contract term, D.C. Government personnel will maintain any existing equipment that remains temporarily operational.

H.20.2 The Contractor shall coordinate with the COTR the time for removal of equipment in order to permit the District to salvage components for use on equipment remaining in use.

H.21 PERMITS, LICENSES AND CERTIFICATES

H.21.1 The District will be responsible for obtaining the building permit issued by the Department of Consumer and Regulatory Affairs (DCRA), Building and Land Regulation Administration, located at 941 North Capitol Street, N.E., Washington, D.C. The Contractor shall apply for and obtain all other permits required for this project including Raze Permit, certificates and licenses from the Office of Licenses and Permits, Permit Processing Division, Department of Consumer and Regulatory Affairs.

1. The Contractor shall apply and pay for all required permits well in advance of the time that they are needed.
2. If the Contractor experiences any difficulty in obtaining a permit, the Contractor shall request assistance immediately from the COTR.

H.21.2 It is the responsibility of the Contractor to ascertain and obtain the required permits, licenses and certificates for this project. Permits, Licenses and Certificates may include, but are not limited to:

Permits and Certificates

1. Plumbing
2. Electrical
3. Refrigeration
4. Elevator
5. Boiler and Pressure Tank
6. Public Space – To work in, excavate in or occupy
7. Signs and Temporary Fences
8. Work on Sunday and after 6:00 p.m. weekdays.
9. Razing

Licenses

1. Master Plumbers
2. Electrical
3. Refrigeration
4. Boiler
5. Pressure Tank
6. Elevator

H.21.3 The District will not allow work requiring permits and licenses to proceed until the Contractor produces evidence showing that such permits and licenses have

been procured from the DCRA. Permits will be issued only to persons duly licensed for work in the District of Columbia, except as follows:

1. Where electrical, plumbing and refrigeration Contractors and their craft persons perform work under contract with the District of Columbia and the work is physically located in areas outside the District of Columbia, it shall be sufficient if any such Contractor and the Contractor's craft persons are licensed either by the District of Columbia or by any governmental agency having jurisdiction over the area adjoining the side on which the work is performed.

H.22 UTILITY CONNECTIONS AND SERVICES

H.22.1 The Contractor is responsible for locating all existing utilities and performing the required modifications to all utilities for the completion of construction. All utility costs, costs to modify and connection fees shall be incorporated into the fixed price bid.

H.22.2 TEMPORARY ELECTRICITY

1. The Contractor shall arrange for and pay all expenses associated with procurement and use of the following:
 - a. Install a temporary meter on existing power lines and pay for all electric power used;
 - b. Install temporary lines to conform with the requirements of the D.C. Electrical Code for such work;
 - c. Furnish and install all necessary safety devices required;
 - d. Maintain temporary line and equipment in proper condition until lines are no longer required and disconnected;
 - e. Make connections to existing electric services in accordance with D.C. Electrical Code requirements and standard procedures developed by the electric company;
 - f. Upon completion of the work, remove temporary lines, poles and other accessories, make disconnections and restore services to an approved conditions.

H.23 TEMPORARY WATER

H.23.1 For construction purposes, temporary connection to the existing water mains is permitted, at the Contractor's expense, contingent upon the Contractor performing the following:

1. That no connections to water mains be made without first acquiring approval from the District of Columbia Water and Sewer Authority (WASA).
2. That the Contractor shall furnish all necessary temporary lines, fittings, valves, and make all temporary connections to bring the water to the job site.
3. That all pipe, fittings, and hose used shall be leak proof and that hook-ups and connections be made in a manner comparable to new work to prevent unnecessary waste of water.
4. That all branches from temporary main feed be equipped with tight cut-off valves.
5. That upon completion of the work, temporary lines, fittings, valves and other accessories are removed; disconnections made and services restored to an approved condition.

H.24 PERMANENT CONNECTIONS TO MAINS

H.24.1 The Contractor shall make and pay for all the required permanent connections for water, sewer, gas, electrical, telephone and fire alarm systems at its own expense. The Contractor shall pay fees and associated costs and make all arrangements with utility companies and appropriate agencies as may be required for proper and expeditious completion of the project.

H.25 STOPPAGE OF WORK

H.25.1 If the Contractor fails to abide by any, or all, of the provisions of the contract, the Contracting Officer reserves the right to stop all the work, or any portion thereof, affected by the Contractor's failure to comply with the contract requirements. This stoppage will remain in effect until the Contractor has taken action to meet the contract requirements, or any separable part thereof. After written notification and work stoppage, the District may terminate the right of the Contractor to proceed as provided in Article 5 of the General Provisions, TERMINATION-DELAYS, of Standard Contract Provisions for Construction Contract, 1973, as amended.

H.26 SUBCONTRACTS

H.26.1 Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the Government of the District of Columbia.

1. The divisions or sections of the specifications are not intended to control the Contractor in dividing the work among the subcontractors or to limit the work performed by any trade.
2. The Contractor shall be as fully responsible to the Government of the District of Columbia for the acts and omissions of subcontractor and of persons employed by them as he is for the acts and omissions of persons directly employed by him.
3. The Contractor shall be responsible for the coordination of the trades, subcontractor and material persons engaged upon his work.
4. The Contractor shall, without additional expense to the Government of the District of Columbia, utilize the services of specialty subcontractor of those parts of the work which are specified to be performed by specialty subcontractor.
5. The Government of the District of Columbia will not undertake to settle any differences between the Contractor and his subcontractor or between subcontractors.

H.27 No portion of the contract shall be subcontracted except with the prior written consent of the Contracting Officer, or his authorized representatives, and such consent, when given, shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Request(s) or permission to subcontract any portion of the contract shall be in writing and accompanied by: (a) a showing that the organization which will perform the work is particularly experienced and equipped for such work, and (b) an assurance by the Contractor that the Labor Standard Provisions set forth in this contract shall apply to labor performed on all work encompassed by the request(s). The request(s) also shall provide the following information:

1. Subcontractors name, address, telephone number, and Federal Social Security Number used on the Employers Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
2. Estimated dollar amount of the subcontract.
3. Estimated starting and completion dates of the subcontract.

4. The subcontractor approval request form included herein should be used to request approval of subcontractor on this project. The form should be completed for each subcontractor requested for approval and submitted to the Contracting Officer. Copies of these forms are available upon request from the COTR.

H.28 USE OF PREMISES

- H.28.1** If the Contractor considers it necessary to perform any work after the regular working hours on Saturdays, Sundays or legal holidays, the Contractor shall perform this work without any additional expense to the Government of the District of Columbia.
- H.28.2** The Contractor shall use only such entrances to the work area as designated by the COTR.
- H.28.3** Once the installation work is started, the Contractor shall complete the work as rapidly as possible and without unnecessary delay.
- H.28.4** The Contractor shall occupy only such portions of the premises as required for proper execution of the contract.
- H.28.5** The Contractor shall perform all the work in such a manner as to cause minimum annoyance or noises and disturbances to occupants of adjacent premises and interference with normal traffic.
- H.28.6** The Contractor shall keep gates locked to maintain security into work area dictated by the existing job conditions of such nature as to prevent:
1. Entry of work areas by unauthorized persons;
 2. Removal of Government property and supplies.
- H.28.7** The Contractor shall not load or permit the loading of any part of any structure to such an extent as to endanger its safety.
- H.28.8** The Contractor shall comply with the regulations governing the operation of premises that are occupied and shall perform his contract in such a manner as not to interrupt or interfere with the conduct of Government of the District of Columbia and/or Washington Metropolitan Area Transit Authority (WMATA) business.

H.29 PATENTS

H.29.1 The Contractor shall perform all site, plant and construction work in strict accordance with the Safety Standards of the District of Columbia and the U.S. Occupational Safety and Health Act of 1970 and the D.C. Occupational Safety and Health Act of 1988, D.C. Official Code secs. 32-1101 et seq. and 1-620.01 et seq.

1. The Contractor or his representative shall be thoroughly familiar with these standards and have copies of same available at the project site at all times.

H.29.2 Operators of explosive-actuated tools shall have a training certificate, as required by the Safety Code in their possession.

H.29.3 The Contractor shall be responsible for providing and installing adequate temporary shoring or bracing for all walls slabs and like constructions until such items attain their design, strength, and stability.

1. The Government, its officers, agents, servants, and employees shall not be held liable for any property damages or physical harm resulting from inadequate protection.
2. Prior to execution of shoring and/or bracing, the Contractor shall submit details and calculations for shoring and/or bracing designs for the CORT's review and concurrence.

H.29.4 The Contractor shall exercise special precautions to prevent use of or access to the Contractor's materials, equipment or tools and entry into the Contractor's work areas by non-authorized personnel.

1. A Contractor's attendant shall be present at all times when bituminous kettles are in operation to prevent the public from coming in contact with the kettles.
2. The Contractor shall remove each kettle as soon as its use is complete.

H.29.5 The Contractor shall chute or hoist to the ground any and all the materials being removed from the roof areas or any upper floor.

H.29.6 The Contractor shall not chute or hoist to the ground any and all the materials being removed from the roof areas or any upper floor.

H.29.7 The Contractor shall not permit any live wires to be left exposed and unguarded, including open panel boards.

H.29.8 The Contractor shall cover all open trenches during hours when work is not being executed, as required for protection of the public.

H.30 PROGRESS SCHEDULE

H.30.1 The Contractor shall submit, not later than ten (10) days after official Notice to Proceed (NTP) has been issued, one reproducible print plus three copies of an initial schedule diagram plus three copies of computer reports and the narrative for the first 90 days of all the contract activities. Then, within thirty (30) days after the NTP, the Contractor shall submit one reproducible print plus three copies of a complete construction progress schedule and narrative for all the contract activities and three copies of computer printout. The Contractor shall submit all the schedules and reports for approval by the COTR, and all schedules and reports must conform to the following minimum requirements:

1. Include activities for all contractor submittals, including but not limited to catalogue-cuts, samples, shop drawings and laboratory tests, approvals by COTR, procurements by Contractor, and delivery of materials and equipment to the job site.
2. Include in each schedule the following details and format:
 - a. Time scaled in workdays, CPM Network (arrow) diagram with each work activity showing cost and man-loading on arrow system plus a narrative to facilitate monitoring and control of work progress payments.
 - b. Each field work activity shall have a maximum duration of 20 workdays.
 - c. Each activity shall show all the associated costs for the purpose of progress payment, as required by Section G.4, with no front loading. In addition, the sum total all the activity costs shall equal the total amount of the contract award.
 - d. All computer reports shall include “I-J”, “J-I”, and “Total-Float” sorts for all the activities, without any masking or plugging of any dates (except NTP and contract milestone). The computer reports shall be submitted in hard-copy plus soft form of read/write CDs giving all the activity data and schedules.
3. Monthly Progress Updates and Reports
 - a. The Contractor shall submit monthly update by the 25th of each month and the same shall include a narrative and three copies of “I-J”, “J-I” and “Total-Float” computer printouts plus read/write

CD's of all the activity data and schedules. These reports shall include the actual start; percent complete or finish dates for each activity, as mutually agreed with the COTR plus any approved logic changes.

- b. In the case of any logic changes that result in any delay to the contract milestones, the Contractor shall submit a revised schedule diagram and the computer reports for approval by the COTR by the next update reporting date.

H.30.2 The Contractor shall complete all work within the time specified under F.1 Time for Completion, which is the maximum time permitted for the accomplishment of this project. If within the period of construction, a time extension or extensions are granted in writing by the Contracting Officer, the Contractor shall incorporate the extension in the next monthly update.

H.31 PHOTOGRAPHS

- A. Site Condition Photographs: Prior to start of construction work, the Contractor shall provide a minimum of five (5) site condition photographs of adjoining private and public property, including sidewalks, driveways, curbs, gutters, fences, trees, shrubbery, retaining walls and other improvements on and around the perimeter of the project site which may be subject to damage claims. The location of photographs shall be as directed by the COTR. Photographs shall conform to requirements specified below.
- B. Progress Photographs: The Contractor by the 15th day of each month shall submit progress photographs of the site at each work area. The requirements for such photographs are as follows:
 - 1. Size approximately 8 x 10½ inches.
 - 2. Taken as directed by the COTR.
 - 3. All photographs shall have an extension (title margin) of approximately ¾ inch clear paper at bottom of the 10½ inch side, with the following information printed or typed thereon:
 - a. Name of project and Contractor;
 - b. Location of photographs in relation to project;
 - c. Subject matter shown on photographs identified;
 - d. Dates taken; and
 - e. Serial numbers.

4. Glossy finish, mounted on linen. Provide a 1 inch wide binding margin on the left side.
 5. Number of photographs in each submission:
 - a. Prior to starting work, three (3) (in addition to site condition photographs).
 - b. All other submissions shall be a minimum of four (4).
 6. Submitted to the COTR each month.
- C. Finished Project Photographs: After building has been constructed, site cleaned up and project is ready for acceptance by the District, the Contractor shall furnish to the COTR two (2) prints each of four (4) photographs, plus the negatives, as follows:
1. One perspective view of project.
 2. Three (3) photographs of areas designated by representatives of the COTR.
 3. Photographs shall be 8 x 10½ inch size, with the following information printed in back:
 - a. Name of project; and
 - b. View shown on photograph.
- D. Should the number of photographs provided be other than that specified above, the Contracting Officer shall issue a change order adjusting the contract amount in accordance with Article 3 of the Standard Contract Provisions.
- E. All photographs shall be taken by a professional photographer on a minimum 4 x 5 inch negative size and all enlargements shall be clear and with the proper contrast.
- F. The Contractor may submit photographs by taking photos using digital cameras that provide the same degree of clarity and proper contrast. However, all the submittals shall be in the same aforementioned format, except in lieu of submitting the negatives, the Contractor shall submit the photos on the disks.

H.32 MODIFICATIONS TO ARTICLE 3, SECTION E, CHANGES, OF THE STANDARD CONTRACT PROVISIONS, GENERAL PROVISIONS SECTION:

- A. The purpose of this section is to define a standard procedure for determining reasonable costs and times for purpose of making equitable adjustments under Article 3, "CHANGES", of the Standard Contract Provisions, General Provisions section.

- B. Unless otherwise specifically provided in the contract, the following procedure shall be used:
 - 1. Where the nature of the change is known sufficiently in advance of construction to permit negotiation, the parties shall attempt to agree on a fully justifiable price adjustment or adjustment of time for completion.

 - 2. If the parties fail to agree upon an equitable adjustment prior to the time the proposed change affects the contract work, or if the Contracting Officer determines it is not feasible to reach an agreement regarding an equitable adjustment, either due to lack of time or other reasons, the Contracting Officer will order the change in accordance with Article 3 of the General Provisions and the Contractor shall proceed with the execution of the work so changed.

- C. Equitable adjustments shall be determined in the following manner, unless otherwise specifically stated in the contract.
 - 1. Whenever a change is proposed or directed, the Contractor shall submit a proposal or breakdown within fifteen (15) days of its receipt of the change, and the proposal will be acted upon promptly by the Contracting Officer.

 - 2. Price Adjustments
 - a. If agreement on costs cannot be reached prior to execution of changed work, payment will be made for the actual costs provided records of such costs are made available and that such costs are reasonable and predicated on construction procedures normally utilized for the work on question. If not, then payment shall be based on standard trade estimating practice.

 - b. Where basis of equitable adjustments is the actual cost incurred in performing changed work, the Contractor shall furnish the District with a complete breakdown of costs, covering the subcontractor work, as well as his own, individually itemizing the following:

- i. Material quantities and unit prices
 - ii. Labor hours and basic hourly rate for each labor classification
 - iii. Fringe benefits rate for each classification
 - iv. Construction equipment
 - v. Overhead
 - vi. Profit
 - vii. Commission
 - viii. FICA, FUTA and DUTA (applied in basic hourly wage costs).
- c. The Contractor shall furnish substantiation of fringe benefits, workmen compensation, FICA, DUTA, FUTA and State unemployment taxes at the request of the District.
- d. The percentage for overhead, profit and commission to be allowed shall in no case exceed the following and shall be considered to include, but not limited to, insurance, other than mentioned herein, field and office supervisor and assistants above the level of foreman, incidental job burdens and general office expense, including field and home office. No percentage for overhead and profit will be allowed on FICA (Social Security), FUTA (Federal Unemployment and DUTA (District Unemployment) taxes:

Overhead Profit Commission

1. To Contractor on work value of work performed by other than his/her own forces.	-	-	10% of work
2. To Contractor and/or subcontractor for that portion of work performed by their respective forces.	10%	10%	
3. From Contractor on value deleted work to have been performed by other than his/her own forces.	-	-	5% of deleted work

4. From Contractor or value Subcontractor on deleted work work to have been performed by his/her own forces. - - 5% of deleted
 - e. When a change consists of both added work and deleted work, the applicable percentage shall be applied to the net cost or credit.
 - f. Where more than one tier of subcontractors exists, they shall be treated as one subcontractor for purposes of markups. That is, only one overhead and one profit percentage for the subcontractors and one commission percentage for the prime Contractor shall be applied to actual cost of work performed regardless of the number of tiers of subcontractors.
3. Changes in the period of performance: Where a change affects the time required for the performance of the contract, the Contractor shall describe in detail “cause and effect relationship” and how such change affects the specific contract work activities, current critical path, overall performance or work, concurrency with other delays, and the final net impact on the contract milestones, specifically stating the proposed decrease or increase in the period of contract performance in calendar days.
4. The changes in the contract period of performance, if any, resulting from change order work will be calculated in the following manner:
- a. New durations for work activities affected by the change order will be directly based on the extent to which the contract completion date is hereby extended.
 - b. Should new work activities be required to supplement existing activities, they will be incorporated into the computer printout to verify total effect, if any, on the contract completion date.
 - c. Every attempt will be made to reach an agreement between the Contractor and the COTR on the number of days by which activity duration will be extended. Should an agreement not be reached within fifteen (15) days after Contractor receives the directive, the COTR will assign a

reasonable duration to be used in determination of job progress.

- D. If performance of the work is delayed by any of the causes specified in Article 5 of the General Provisions, TERMINATION-DELAYS, of Standard Contract Provisions for Construction Contract, 1973, as amended, a contract time extension may be justified.
1. The Contractor, when requesting an extension to the contract period of performance, must submit the same in writing with supporting facts and backup documentation plus a detailed explanation that must include, but be not limited to, the following:
 - a. Reasons/cause and responsibility of each delay
 - b. Inclusive dates of each delay
 - c. Specific trades affected
 - d. Portions of each work contract activity affected and the duration thereof
 - e. Status of work activity affected before delay commenced
 - f. Concurrency of any other delays, including Contractor's own
 - g. Net effect of each delay under this request, on the overall contract completion
 - h. In the case of late delivery of materials and/or equipment, back up date, correspondence and documentation should include but not be limited to the following: establishment that prior to ordering there was a reasonable assurance of timely supply; copies of each purchase order establishing the dates of procurement, invoices, delivery receipts and the like showing shipping or delivery dates; and copy of correspondence showing diligent attempts to follow ups to obtain materials when critically needed from other sources.
 2. All documentation should demonstrate that any delay was unforeseeable and without the fault or negligence of the Contractor, subcontractor or supplier involved. The Contractor will be entitled only to the additional number of days the project is delayed which is not concurrent with another delay for which a

time extension has been granted or for which a valid request has been submitted.

3. In case of delays due to strikes, documentation shall include evidence of when and what trades struck, with reasons for the strike, prompt submittal of notice when the strike was ended and the date thereof, analysis of the effect of the strike on the completion of the contract work.
4. In case of delays due to unusually severe weather, documentation shall include daily temperature and precipitation records for each period of delay involved and explanation of delaying effect, including number of days that the construction activities on the current critical path at the time were actually delayed, including any extended impact, beyond the normal anticipated days of delay due to the weather conditions.

E. COST AND PRICING DATA

1. Unless otherwise provided in the solicitation, the Contractor shall, before negotiating any price adjustments pursuant to a change order or modification, submit cost or pricing data and certification that, to the best of the Contractor's knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of the date of negotiation of the change order or modification.
2. If any price, including profit or fee, negotiated in connection with any change order or contract modification, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified by the Contractor, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified by the Contractor, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
3. Cost or pricing data includes all facts as of the time of price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental, and are therefore verifiable. While they do not indicate the accuracy of the prospective Contractor's judgment about estimated future costs or projections, cost or pricing data do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting

data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.

4. The following specific information should be included as cost or pricing data, as applicable:
 - (a) Vendor quotations;
 - (b) Nonrecurring costs;
 - (c) Information on changes in production methods or purchasing volume;
 - (d) Data supporting projections of business prospects and objectives and related operations costs;
 - (e) Unit cost trends such as those associated with labor efficiency;
 - (f) Make or buy decisions;
 - (g) Estimated resources to attain business goals;
 - (h) Information on management decisions that could have a significant bearing on costs

5. If the Contractor is required to submit cost or pricing data in connection with pricing any change order or modification of this contract, the Contracting Officer or representatives of the Contracting Officer shall have the right to examine all books, records, documents and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the change order or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. Contractor shall make available to its office at all reasonable times the materials described above for examination, audit, or reproduction until three years after the later of:
 - (a) final payment under the contract;
 - (b) final termination settlement; or
 - (c) the final disposition of any appeals under the disputes clause or of litigation or the settlement of claims arising under or relating to the contract.

H.33 SCAFFOLDING

- A. The Contractor shall erect adequate scaffolds as required to perform the work in accordance with the Safety Code of the DC Minimum Wage and Industrial Safety Board and so that the work may be inspected by COTR.

- B. The Contractor shall not erect scaffolds until required to be ready for use.
- C. The COTR will inspect the work upon the Contractor's advising of completion of contract requirements, and the Contractor shall promptly remove the scaffolding upon acceptance of the work.
- D. Wherever possible, the Contractor shall use swinging scaffolds for exterior work under this contract.
- E. Where swinging scaffolds are not practicable, the Contractor will be permitted to use other types of scaffolds provided:
 - 1. The Contractor shall prepare a list of areas and give the types of scaffolds he will use for each area.
 - 2. The list shall be submitted not later than ten (10) calendar days after the contract is awarded.

H.34 SHOP DRAWINGS AND CATALOGUE CUTS

- A. Within thirty (30) calendar days from the date of the Notice to Proceed, the Contractor shall prepare a complete list of all samples, catalogue cuts and shop drawings required to be submitted as follows:
 - 1. The Contractor shall submit the list to the COTR or his designee in quadruplicate for approval. The COTR will return one (1) copy of the approved list to the Contractor.
 - 2. The District will not make progress payments until the required list has been submitted by the Contractor. The District will not make payments for any materials installed by the Contractor without approval by the COTR where submittal of the same is required.
- B. The Contractor shall not install or use materials in the work until the COTR has given written approval of required samples, shop drawings or catalogue cuts, to be submitted as stated above.
 - 1. Normally, 30 calendar days will be required for checking submitted materials. However, more time will be required for more complex submittals. The Contractor is advised that submittals that are kept simple (i.e. related to one section of the specifications or to one system) will be processed more expeditiously than more complex submittals. Approval of materials, shop drawings, catalogue cuts shall be only for the

characteristics or uses named in the submission and shall not be construed as:

- a. Permitting any departure from contract requirements except as specifically stated in the approval.
 - b. Relieving the Contractor of the responsibility of complying with the contract requirements because of errors which may exist.
 - c. Constituting a complete check, but will indicate only that the general method of construction and detailing is satisfactory and the Contractor shall be responsible for the dimensions and design of adequate connections, details and satisfactory construction of all work.
- C. The Contractor shall submit all the shop drawings, samples and catalogue cuts in accordance with the following requirements:
1. Letter of transmittal, for each transmittal, submitted in triplicate and containing the following information:
 - a. Project name and contract number;
 - b. Work for which material is intended;
 - c. Identification of material in accordance with Federal Specification or A.S.T.M. number, manufacture, model, type, class, brand name, specifications reference, and local distributor;
 - d. General Contractor's stamp of approval as evidence that drawings, samples, and catalogue cuts included in the submittal have been checked for conformity with contract requirements including dimensions, quality, grade, type, quantity coordination with other work and that the Contractor assumes all responsibility for errors or discrepancies.

D. SHOP DRAWINGS:

The Contractor shall submit shop drawings as described below:

1. Submit six sets of each drawing.

2. Identified as to project name and number, general Contractor, fabricator, manufacturer, model, type, class, brand name, specifications reference, local distributor, and date drawn to which drawing applies.
3. Drawings shall be complete in every respect and assembled into sets.
 - a. Each submission shall show complete system to which it applies and shall include catalog cuts, samples and other applicable data pertinent to the system.
 - b. The COTR will review and approve the shop drawing submittals, and if approved, will return three (3) sets of the same to the Contractor.
 - c. When corrections to shop drawing prints are necessary, two (2) prints of each shop drawing will be returned to the Contractor for corrections and resubmission in six sets.
4. The Contractor shall submit one (1) reproducible print of each approved shop drawing after final approval of submitted shop drawings has been made.
5. If drawings show variations from contract requirements because of standard shop practices or for any other reasons, the Contractor shall make specific mention of such variation and the cause therefore, in the letter of transmittal.
 - a. If the variations in the drawings are acceptable to the COTR, he/she may initiate any changes to the contract under Article 3, Changes, of the Standard Contract Provisions which will be subject to the Contracting Officer's approval.
 - b. If drawings submitted indicate a departure from the contract requirements which the Contracting Officer finds to be in the best interest of the District of Columbia and to be so minor as not to involve a change in contract price or time for completion, he may approve the drawings.

E. COMPOSITE SHOP DRAWINGS

In addition to shop drawings specified in the various sections of the specifications, the Contractor shall submit composite shop drawing details of constricted spaces, pipe and duct spaces, mechanical, equipment rooms

and ceiling spaces where pipes, ducts, conduit, crossover and where items such as light fixture housing project into the space, to ensure that equipment approved for use or proposed for use fits into the space provided.

1. In the event of a conflict, the Contractor may offer his suggestions for solution of the problem on the shop drawing submittal or by letter submitted therewith;
2. The Contractor shall submit the required catalogue cuts in six sets.
3. The Contractor shall submit each item and label it with the following information:
 - a. Project name and contract number;
 - b. Work for which material is intended;
 - c. General Contractor, manufacturer and fabricator;
 - d. Applicable Federal Specification, A.S.T.M. specification or other standard;
 - e. Contract specification reference; and
 - f. Manufacturer's brand name, class or grade and type.

NOTE: The COTR shall hold for thirty (30) days and then destroy samples submitted without the above labels.

4. The Contractor shall submit samples of materials that are required to match work in place and shall also submit representative samples of present materials which they are to match. The Contractor may take a sample of present materials from the work in place, but if this is not possible, the Contractor will take a sample to the site of the work for inspection and verification.
5. The COTR will approve a sample submitted only for the characteristics or for the uses named in such approval and no other purpose.
 - a. No approval of a sample shall be taken in itself to change or modify any contract requirement unless specifically stated in the approval.
 - b. The Contractor shall send the approved samples not destroyed in testing back to the COTR.
 - c. The Contractor shall mark for identification and use in the work the approved samples of hardware, miscellaneous accessories and signs in good condition.

- d. The COTR may retain for thirty (30) days any samples not destroyed in testing and that are not approved, and then dispose of them or return them to the Contractor at his expense of requested within thirty (30) days from the date of rejection.
6. The COTR will request the Contractor to deliver test samples as specified in the various specification sections and other test samples deemed necessary, or the COTR will take the same from various material or equipment delivered by the Contractor for use in the work. The COTR as the right to request any additional tests from an accredited testing facility on any materials delivered to the site of the work, at the District's expense.
7. If any of these test samples fail to meet the specification requirements, any previous approvals will be withdrawn and such materials or equipment shall be subject to removal and replacement by the Contractor with materials or equipment meeting the specification requirements at no additional cost to the District.
8. The District may refuse to consider under this contract any further samples of the same brand or make of material that fails to pass specified tests.
9. The COTR reserves the right to disapprove any material, which is presently, or which previously has been, unsatisfactory in service.
10. The Contractor shall submit material lists, schedules and diagrams for material, equipment, fixtures, fittings, hardware required under specification sections in six sets and labeled as set forth for catalogue cuts.
11. The Contractor shall identify individual items included in brochures and catalogs that are submitted for approval in the Transmittal letter and in its submittal material.

H.35 PROPRIETARY RESTRICTIONS

- A. Proprietary names or brands are mentioned for descriptive, not restrictive, purposes and are intended to establish minimum standards of quality for materials, fabrication and finishes.
 1. Such references shall not be construed as limiting competition or controlling selection of manufacturers, and the Contractor in such

cases may submit for approval any item or type of construction which, in the judgment of the Contracting Officer, expressed in writing, is equal to that specified.

2. The COTR will judge the submissions on the basis of durability, strength, appearance, serviceability of parts, out put, coordination with related work and the ability to fulfill the requirements of the specified item. D

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions For Use With Specifications for District of Columbia Government Construction Projects, dated 1973 and amendments thereto are incorporated herein by reference, with the same force and effect as if given in full text.

I.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

- A. The Contractor shall be bound by the **General Decision No. DC20080003, Modification No. 11 dated September 12, 2008**, issued by the U.S. Department of Labor for Building Construction contracts and incorporated herein as **Attachment J.4** of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract.
- B. In accordance with the applicable provisions of 29 CFR, Part 1, which requires the correct wage determination and the appropriate wage rates therein is incorporated into this contract, **General Decision No. DC20080003, Modification No. 11 dated September 12, 2008**, is bound herein and contains the specific applicable wage rates, which are Building Construction Rates.
- C. Further, as set forth in 29 CFR, Part 1, Section 1.6 (c)(3)(IV), if the intent to award letter is not issued within ninety (90) days of bid opening, all intervening modifications (or new wage decision) are made a part of this contract. The Contractor will be reimbursed this added labor cost.

I.3 CONFLICT OF INTEREST

- A. No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code Section 2-310.01, and Chapter 18 of the DC Personnel Regulations).
- B. The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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.4 TIME

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

I.5 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 submit a Certificate of Insurance giving evidence of the required coverage prior to award. 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; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the 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. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

- I.5.1 Certificate of Insurance Requirement.** The policy description on the Certificate of Insurance form shall include the contract number, the contract award date (if available), the contract expiration date (if available), the name of the requesting agency, the name of

the contracting officer, a brief description of the work to be performed, the job location, the District as an additional insured, and a waiver of subrogation.

- I.5.2** Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$2,000,000 limits per occurrence; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.
- I.5.3** Commercial General Liability Insurance. If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$2,000,000 limits per occurrence; includes coverage for products and completed operations and personal and advertising injury.
The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.
- I.5.4** 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 the contract. The policy shall cover the operations performed under the contract with a \$2,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.
- I.5.5** 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.
- I.5.6** Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$1,000,000 per accident for injury; \$1,000,000 per employee for disease; and \$1,000,000 for policy disease limit.
- I.5.7** Umbrella or excess Liability Insurance. The Contractor shall provide umbrella or excess liability insurance as follow: \$5,000,000 per occurrence with the District of Columbia as an additional insured.
- I.5.8** Builder's Risk Insurance. The Contractor shall provide a Builder's Risk policy equal to the replacement cost value of the completed building or other structure, including the building supplies and materials to cover damage to existing facilities at the site, with the District of Columbia named as loss payee. (This policy is not required for contracts involving demolition only.)

Installation Floater Insurance. The Contractor shall provide an installation Floater policy equal to the replacement cost value of all property being installed under the Contract.

- I.5.9** Professional Liability Insurance (Architect & Engineers). The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract.

The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$3,000,000 per aggregate for each wrongful act.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.

- I.5.10** Pollution Liability Insurance. The Contractor shall provide a policy to cover costs associated with pollution incidents including, but not limited to, mold asbestos or lead removal. The policy shall provide a minimum of \$2,000,000 in coverage per occurrence.

- I.5.11** Crime Insurance. The Contractor shall provide a policy to cover costs associated with the criminal activities of its employees including, but not limited to, robbery, burglary, larceny, forgery, or embezzlement. The policy shall provide a limit of \$1,000,000 per occurrence for each wrongful act and \$2,000,000 per aggregate for each wrongful act.

- C. DURATION. Except as proved in I.5. I.6, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.
- D. CONTRACTOR'S PROPERTY. Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.
- 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.

I.6 ANTI-DISCRIMINATION CLAUSE

The Contractor:

1. Shall not discriminate in any manner against any employee or applicant for employment in violation of Section 211 of the District of Columbia Human Rights Act (DC Law 2-38; DC Official Code Section 2-1402.11);
2. Shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials;
3. Shall, along with all subcontractor, post in a conspicuous place available to employees and applicants for employment, a notice setting forth the provisions of the anti-discrimination clause set out in Section 251 of the District of Columbia Human Rights Act (DC Official Code Section 2-1402.51).

I.7 DISPUTES

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

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

- (a) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The Contractor's claim shall contain at least the following:
 - (1) A description of the claim and the amount in dispute;
 - (2) Any data or other information in support of the claim;
 - (3) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and

- (4) The Contractor's request for relief or other action by the Contracting Officer.
- (b) The Contracting Officer may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (c) For any claim of \$50,000.00 or less, the Contracting Officer shall issue a decision within sixty (60) calendar days from receipt of a written request from a Contractor that a decision is rendered within that period.
- (d) For any claim over \$50,000.00, the Contracting Officer shall issue a decision within ninety (90) calendar days of receipt of the claim. Whenever possible, the Contracting Officer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (e) The Contracting Officer written decision shall do the following:
 - (1) Provide a description of the claim or dispute;
 - (2) Refer to the pertinent contract terms;
 - (3) State the factual areas of agreement and disagreement;
 - (4) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (5) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (6) Indicate that the written document is the contracting officer's final decision; and
 - (7) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (f) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the commencement of an

appeal to the Contract Appeals Board as authorized by D.C. Official Code §2-309.04.

- (g) (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.
- (2) Liability under paragraph (9) (1) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (h) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D.C. Official Code §2-309.04.
- (i) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

C. Claims by the District against a Contractor

- (a) Claim as used in Section C of this clause, means a written demand or written assertion by the District seeking, as a matter of right,, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (b)(1) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:
 - (a) Provide a description of the claim or dispute;
 - (b) Refer to the pertinent contract terms;
 - (c) State the factual areas of agreement and disagreement;
 - (d) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not

required and, if made, shall not be binding in any subsequent proceeding;

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

I.8 CONFIDENTIALITY OF INFORMATION

The Contractor shall keep all the information obtained relating to any employee or customer of the District in absolute confidence, and shall not use it in connection with any other matters, or disclose it to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.9 OTHER CONTRACTORS

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

I.10 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.11 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Schedule for Construction, Alteration, Repairs Prices (Section-B), (2) Scope, Specifications (3) Special Contract Requirement (Section H), (4) Contract Clauses (Section I), (5) US-DOL Wage determination Rates (Attachment-J.4) and (6) Standard Contract Provision for Use with Construction Project dated 1973, as amended.

I.12 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

SECTION J: LIST OF ATTACHMENTS

- J.1 Sample Drawing of Canopy**
- J.2 Technical Specifications**
- J.3 Labor Contract Provisions**
- J.4 General Decision No. DC20080003 Modification No. 11, dated 9/12/08.**
- J.5 First Source Employment Agreement**
- J.6 LSDBE Certification Package**
- J.7 Standard Contract Provision for Construction**

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 TYPE OF BUSINESS ORGANIZATION

K.1.1 The bidder, by checking the applicable box, represents that

(a) It operates as:

- a corporation incorporated under the laws of the State of: _____
- an individual,
- a partnership,
- a nonprofit organization, or
- a joint venture.

(b) If the bidder is a foreign entity, it operates as:

- an individual,
- a joint venture, or
- a corporation registered for business in _____
(Country)

K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the bidder for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Bidder _____ Date _____

Name _____ Title _____

Signature _____

Bidder ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Bidder ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed

sub-bidders. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.3 BUY AMERICAN CERTIFICATION

The bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the SCP, “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

K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

_____ No person listed in Clause 13 of the SCP, “District Employees Not To Benefit” will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the bidder is considered to be a certification by the signatory that:

- 1) The prices in this contract 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 contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.
- 2) The prices in this Contract have not been and will 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 will be made by the bidder to induce any other concern to submit or not to submit a contract 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 contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will 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);

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (c) If the bidder deletes or modifies subparagraph (a) (2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each bidder must submit with its bid, a sworn Tax Certification Affidavit, incorporated herein as Section J.2.

K.8 CERTIFICATION OF ENVIRONMENTALLY PREFERABLE PRODUCTS

K.8.1 The Contractor, by accepting this contract, agrees to supply the District with environmentally preferable and effective products in compliance with the Office of Contracting and Procurement specifications in support of its environmentally preferable purchasing (EPP) initiative.

K.8.2 The Contractor, by accepting this contract, agrees that its products and services do not contain any prohibited items, ingredients or components delineated in Section H.

K.8.3 The Contracting Officer may terminate this contract or take other appropriate actions if the Contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the EPP attributes required under this contract.

CERTIFICATION

I, _____ (name of certifier), as the officer or employee responsible for the performance of this contract, hereby certify that the deliverables associated with this contract meet the minimum EPP attributes outlined in the solicitation's specifications and _____'s bid.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 SITE VISIT

L.1.1 Prospective bidders are strongly advised to visit the site of the proposed work to inspect and familiarize themselves with the extent of the work. Failure to thoroughly investigate said job conditions will not be accepted as a proper basis for considering an alleged error in bid or for payment of extras under, or revision to, the contract or in any other way as grounds for asserting a claim against the District. Site visit shall be scheduled by the COTR. Prospective bidders are encouraged to contact:

Michael A. Bullock Sr.
 Facilities Manager
 Department of Public Works
 Office of Administrative Services
 2000 14th Street N.W.
 Washington, D.C. 20009
 Phone#: 202-671-2353

NOTE: Date time and locations for the site visits are listed below:

LOCATION	DATE	TIME
DPW Fuel Site 1835 West Va. Ave N.E. Washington, D.C. 20002	May 12, 2009	9:00 A.M.
DPW Fuel Site 2200 Adams Place N.E. Washington, D.C. 20018	May 12, 2009	10:15 A.M.
DPW Fuel site – Ft Totten 2115 5 th Street N.E. Washington, D.C. 20002	May 12, 2009	11:30 A.M.
DCPS-Bus Facility Totten 4902 Bates Rd. N.E. Washington, D.C. 20011	May 12, 2009	1:30 P.M.
MPD 3 rd District 1620 V Street N.W. Washington, D.C. 20009	May 12, 2009	3:00 P.M.
MPD 2 nd District 3320 Idaho Ave N.W. Washington, D.C. 20016	May 12, 2009	4:15 P.M.

LOCATION	DATE	TIME
DPW Fuel Site – Blue Plains 5000 Overlook Ave S.W. Washington, D.C. 20032	May 13, 2009	9:30 A.M.
MPD 7 th District Police Facility 2455 Alabama Ave S.E. Washington, D.C. 20020	May 13, 2009	11:15 A.M.
MPD 6 th District 4201 Benning Road Washington, D.C. 20019	May 13, 2009	12:30 P.M.
Fuel site-Oak Hill Youth Center 8300 Riverton CT. Laurel, Md. 20707	May 13, 2009	2:30 P.M.

L.2 PRE-BID CONFERENCE:

A pre-bid conference to discuss the contents of this solicitation and other pertinent matters will be held at **10:00 A.M.** local time, on **May 14, 2009** at the 2000 14th Street N.W., Washington, D. C. 3rd bid room.

Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the solicitation document as well as to clarify the contents of the solicitation. Attending bidders must complete the Pre-Bid Conference Attendance Roster at the conference so that bidder attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-bid conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-bid conference but no later than five working days after the pre-bid conference in order to generate an official answer. Official answers will be provided in writing to all prospective bidders who are listed on the official bidder's list as having received a copy of the solicitation. Answers will also be posted on the OCP website at www.ocp.dc.gov.

L.3 POST AWARD CONFERENCE:

A post award conference with the Contractor is required. It will be scheduled within 10 calendar days after the date of contract award. The Contractor will be notified of the exact date and time. The conference will be held at the following address:

*Frank D. Reeves Center
2000 – 14th Street, N. W., 6th Floor
Washington, D. C. 20009*

L.4 METHOD OF AWARD

L.4.1 The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

L.4.2 The District intends, but is not obligated, to award (*single*)_contract(s) resulting from this solicitation to the responsive and responsible bidder(s) who has/have the lowest bid(s).

L.5 PREPARATION AND SUBMISSION OF BIDS

L.5.1 Bidders shall submit a signed original and (*two (2)*) copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. DCKT-2009-B-0063."**

L.5.2 The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.

L.5.3 The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.

L.5.4 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

L.6 FAMILIARIZATION WITH CONDITIONS (SERVICES)

Bidders shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties

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

L.7 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than **2:00 p.m. as specified in (Section A.9)** local time on page 1.

L.8 WITHDRAWAL OR MODIFICATION OF BIDS

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

L.9 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.9.1 Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

L.9.2 Postmarks

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

L.9.3 Late Submissions

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

L.9.4 Late Modifications

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

L.9.5 Late Bids

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

L.10 HAND DELIVERY OR MAILING OF BIDS

DELIVER OR MAIL TO:

Department of Public Works
Office of Contracting and Procurement
Bid Room
2000 14th Street, N.W. 3rd Floor
Washington, D.C. 20009

L.11 ERRORS IN BIDS

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

L.12 QUESTIONS ABOUT THE SOLICITATION

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

L.13 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer, Office of Contracting and Procurement, 2000 14th Street, N.W. 2000 14 Street, N.W. 6th Floor, Washington, D.C. 20009, telephone (202) 671-2200), by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, James Roberts, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer, James Roberts, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.14 BID PROTESTS

Any actual or prospective bidder or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

L.15 SIGNING OF BIDS

L.15.1 The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.15.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and

sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.16 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A.14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L.17 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.17.1 Name, address, telephone number and federal tax identification number of bidder;

L.17.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.17.3 If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.18 STANDARDS OF RESPONSIBILITY

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

L.18.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.18.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.18.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.18.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.18.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.18.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.18.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

L.18.8 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

L.18.9 Compliance with the applicable District licensing and tax laws and regulations;

L.18.10 Contractor shall have a proven track record of a minimum of 5 successful installations in a similar service.

L.19 ACCEPTABLE BID GUARANTEES:

L.19.1 A bid guarantee in the amount of 5% of the bid price is required with bids over \$100,000.00. If a bidder fails to provide the required bid guarantee, such failure will require rejection of the bid.

L.19.2 Types of guarantees acceptable to the District of Columbia.

1. A bond provided by a surety in accordance with 27 DCMR Chapter 2708.
2. A certified check or irrevocable letter of credit issued by an insured financial institution in the equivalent amount of the security; or
3. United States government securities that are assigned to the District which pledge the full faith and credit of the United States.

L.20 ACCEPTANCE PERIOD

L.20.1 The bidder agrees that its bid remains valid for a period of 120 calendar days from the bid opening date. However, if for administrative reasons, the District is unable to make an

award within this time period, the Contracting Officer will request the Contractor and his/her surety to extend the bid bond for an additional thirty (30) days.

SECTION M: EVALUATION FACTORS

M.1 OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)

M.1.1 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.2 General Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- M.2.1.1** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.2.1.2** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.2.1.3** Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.2.1.4** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.2.1.5** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an

enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

- M.2.1.6** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.2.2 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

- M.2.2.1** Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.2.2.2** Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.2.2.3** Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.2.2.4** Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.2.2.5** Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
- M.2.2.6** Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.2.3 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.2.4 Preferences for Certified Joint Ventures

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

M.2.5 Vendor Submission for Preferences

M.2.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.2.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.2.5.1.2 Evidence of the vendor's or joint ventures provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.2.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

M.2.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

ATTACHMENT J.1

DRAWINGS

ATTACHMENT J.2
TECHICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

1. Scope of Work:

Work under this contract consists of furnishing all labor, materials, tools and equipment and performing the work required for contractor to remove existing fuel tank monitoring system equipment and install new monitoring systems at several government fuel facilities located throughout the District of Columbia.

2. General Requirements:

- (a) All work performance shall fully comply with the most current Federal Environmental Protection Agency's requirements as stated in the Latest EPA Regulation 40, CFR 280, and District of Columbia Underground Storage Tanks Regulations, Title 20 of the District of Columbia Municipal Regulations (DCMR).
- (b) The contractor must follow the 20 DCMR: 6101 and standard tank removal safety practices as contained in the American Petroleum Institute Publication 1604, the D.C. Fire Code or equivalent Department of Health (DOH) Approval Standard.
- (c) The contractor shall obtain, at his own expenses, all required permits for the removal and proper disposal of the tanks and excavated soil at an approved land fill.
- (d) The contractor shall include in his bid, under CLIN No. 01 thru 10 the cost for pumping out underground water from the pit while work is going on in the pit. The contractor shall include in CLIN. No. 01 thru 10 the cost of importing clean structural fill, RC-6, 57 stones or gravel to make up for the volume of the tank which is removed from the site. The contractor shall include in CLIN No. 01 thru 10 the cost of removal and disposal of any contaminated soil removed during the excavation to dislodge the tanks from the pit.
- (e) The contractor shall fully expose the existing concrete pads (approximately 18 to 30 inch thick) and take soil samples from each sides of the tank pad. Soil samples shall be tested and analyzed for total hydrocarbons and Benzene, Toluene, Ethylbenzene, Total Xylene (BTEX). A minimum of four (4) samples shall be taken at each site.
- (f) The contractor shall show sample locations on drawings for each location separately for the Contracting Officer's or his designee's review.

- (g) The contractor shall exercise care in performing excavation work and avoid damaging any existing underground installations. Under no circumstances shall the removal of contaminated sub-grade materials, soil, etc., extend and result in damage and/or destabilization of existing underground equipment, utilities, foundations, foundation walls, etc. The contractor shall arrange for soil testing and analysis and schedule all field inspections by DOH and the COTR who shall determine the extent of the soil contamination and the exact amount of removal and disposal of the additional contaminated soil.

The contractor shall repair, replace and restore to the original condition, all damages to equipment, property, etc., resulting from the work performance.

- (h) The contractor shall furnish, install and maintain a safety, fenced barricade around the work area (see Section 1.5, SAFETY SIGN) at all times and cover the entire excavation at the end of each work day. Work shall proceed so as to minimize any obstruction to adjacent vehicular traffic lanes and parking.
- (i) The contractor shall lay straw bales along the fenced barricade, firmly secured with nails, approximately 2 feet away from the edges of the excavated area to prevent soil erosion (see Paragraph 3(j) of Specific Requirements).

3. Specific Requirements:

- (a) The contractor shall accurately locate the exact location of the existing Veeder and Incon tank monitoring systems.
- (b) Completely remove and properly dispose of any remaining fuel and solute and sludge from the existing fuel storage tanks as per DOH, EPA and DDOE regulations.
- (c) Saw cut the existing pavement, demolish, excavate, remove and dispose of the entire exiting surface pavement, overburden and surrounding sub-grade materials and soils enveloping the existing underground fuel storage tanks and the connected piping from the existing fuel tanks to the extent of the excavation. Remove and dispose of the existing fuel storage tanks and connected fuel piping, including the existing vent piping (if any) and any insulation materials. Remove and dispose of the existing inoperable fuel dispenser pumps (if any). All additional contaminated sub-grade materials and soils shall be removed from the as per written directive of DOH. The contractor shall include in CLIN No. 01 through 0010 price, all costs for the demolition, excavation, removal and disposal of all soil materials surrounding each tank, contaminated or not, as required to facilitate the removal and disposal of petroleum contaminated soil, non-hazardous liquids heavy sludge and soil and water analysis. Backfill materials, pavement restoration materials and labor shall also be included in CLIN No. 01 through 0010.
- (d) Under the terms of this contract and Unit Bid A, the contractor is required to remove, as necessary, all soil above and surrounding each tank to free and facilitate the removal of each tank. The contractor shall not reuse the excavated soil for backfilling if it is

contaminated with hydrocarbons. When the tank is removed and remaining soil in the ground is contaminated, the District has the option to either require the contractor to remove and dispose of additional contaminated soil at the unit price in CLIN No. 12 as bid in the contract or the District may request the contractor to furnish and install plastic lining over the contaminated soil in the ground to completely separate the existing contaminated soil from clean soil materials and completely backfill the excavated area to its original condition, at the contractor's expense, as bid under CLIN No. 12.

NOTE: The District is under no obligation to remediate the site under this contract. In such an event that additional contaminated soil conditions exist, the contractor shall restore the site as per contract requirements. Remediation, if required, may be performed at a later date pursuant to a separate contract.

If the COTR determines that the amount of the additional contaminated soil is not substantial, he may direct the contractor to remove and dispose of the contaminated soil as per the unit price in CLIN Nos. 11 & 12. In such cases, the contractor shall comply with all Federal and District laws and regulations relating to the removal and disposal of contaminated soil and material.

- (e) Groundwater may exist in the work area and flow into the open excavation. If groundwater is determined to be free from contamination, then the contractor shall dewater the excavation and provide erosion control as necessary while work is underway. If the water is contaminated, the District has the option to remove it, independently of this contract, or direct the contractor to remove and dispose of it per the Price Schedule in CLIN No. 11.
- (f) The contractor shall schedule and comply with all inspection requirements and other requirements as per DDOE (District Department of the Environment), Underground Storage Tanks Division's inspection standards and approval, etc.
- (g) The contractor shall backfill, compact and pave or restore the excavated surface area to match the existing adjoining area equal in thickness and surface finish, i.e., concrete, asphalt or grass, etc.
- (h) Backfill materials shall be of the size and gradation as required by the District Department of Transportation specification. The contaminated excavated materials shall not be reused for backfilling.
- (i) The contractor may be directed to keep open excavated areas for Comprehensive Site Assessment to be done later on.

4. Care for Adjacent Surfaces and Existing Structures:

Care shall be exercised to prevent any damages to adjacent surfaces and existing structures which are excluded from the scope of work and existing conditions. Any damages to the

existing surfaces and/or equipment must be repaired, replace or restored to its original condition or better at the contractor's expense.

All protection items, tools, equipment, excess material and debris must be removed from the job site upon completion of the work at the contractor's expense, without any delay, and prior to final acceptance of the work.

5. Workmanship:

Workmanship and finished work shall be equal to the best general practice in the related trade. The contractor shall remove, repair, replace or restore any defective and unsatisfactory material or work to the satisfaction of the Project Engineer during and/or upon completion of the work.

6. Year 2009 Warranty – Information Technology

- A. The contractor warrants that all information technology (IT) (as defined at FAR 2.101), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to 31 December 2008, shall be Year 2009 compliant if properly installed, operated, and maintained in accordance with the contract specifications and applicable documentations. If the contract requires that specific deliverables operate together as a system, this warranty shall apply to these deliverables as a system.
- B. Year 2009 Compliant (as defined at FAR 39.002) means that the IT accurately possesses date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 2008 and 2009 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The proper exchange of date/time shall be in accordance with the interface requirements specification(s) of the contract.
- C. For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this warranty. Any applicable commercial warranty shall be incorporated into this contract by attachment.
- D. Notwithstanding any provision to the contrary in other warranty requirement(s) of this contract, or in the absence of any such warranty requirement(s), the remedies available to the government under this warranty shall include those provided in the Inspection clause(s) of this contract. Nothing in this warranty shall be construed to limit any rights or remedies the government may otherwise have under this contract.

- E. Unless specified elsewhere in the contract, the contractor will also deliver to the government, a report summarizing any Year 2009 compliance testing that was performed, and the results thereof.
- F. This warranty shall expire on 31 January 2010, or one hundred eighty (180) days after acceptance of the last deliverable IT item under this contract (including any option(s) exercised hereunder), whichever is later.

ATTACHMENT J.3

REQUIRED LABOR CONTRACT PROVISIONS

ATTACHMENT J.3

**REQUIRED LABOR CONTRACT PROVISIONS
PAYMENT OF PREDETERMINED MINIMUM WAGES**

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

1. Minimum Wages

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

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

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

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

subcontractor at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii) (A) The Contracting Officer of the District of Columbia, Fire and Emergency Medical Service, hereinafter referred to as the Contracting Officer, shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona-fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, agree with the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.
- (C) In the event the Contractor, or the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

- (D) The wage rate (including fringe benefits where appropriate), determined pursuant to sub-paragraphs (1) (B) or (1) (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona-fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider, as part of the wages of any laborer or mechanic, the amount of any cost reasonably anticipated in providing bona-fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.

2. **Withholding**

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

3. **Payrolls and Basic Records**

- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the

construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona-fide fringe benefits or case equivalents thereof of the types described in Section 1(b)2(B) of the Davis-Bacon Act), daily and weekly numbers of hours worked, deductions made and actual wages paid.

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

- (ii) (A) The Contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the District of Columbia Government if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the District of Columbia completely all of the information required to be maintained under 5.5(a)(3)(I) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U. S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (B) Each payroll submitted shall be accompanied by a “Statement of Compliance” signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be maintained under 5.5(a) (3) (I) of Regulations, 29 CFR Part 5 and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee), employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate,

directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraphs (a)(3)(ii)(B) of this section.
- (D) The Contractor shall notify the Contracting Officer, in writing, of all periods of which no work is performed. This notification applies to the prime Contractor and to all subcontractors.
- (E) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The Contractor or subcontractor shall make the records required under paragraph A(3)(I) of this section available for inspection, copying or transcribing by authorized representatives of the Contracting Officer or the United States Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds.

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

4. Apprentices and Trainees

Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona-fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such as apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State

Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

applicable wage rate on the wage determination for the classification of work actually performed.

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

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

5. Compliance with Copeland Act Requirements

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

6. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts, the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the Contracting Officer may, by appropriate instructions require, and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract Termination: Debarment

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

8. Compliance with Davis-Bacon and Related Act Requirements

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

9. Disputes Concerning Labor Standards

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

10. Certification of Eligibility

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

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

B. Contract Work Hours and Safety Standards Act

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

1. Overtime Requirements

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

2. Violation: Liability for Unpaid Wages:

Liquidated Damages

In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done

under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages

shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10.00 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clauses set forth in subparagraphs (1) of this paragraph.

3. Withholding for Unpaid Wages and Liquidated Damages

The Contracting Officer shall, upon his own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract, subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

4. Subcontracts

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

C. Contract Work Hours and Safety Standards Act

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

Officer to insert in any such contract, a clause providing that the records to be maintained under this paragraph shall be made available by the Contractor or

subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

SPECIAL STIPULATIONS PERTAINING TO WAGE RATES

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

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

While the wage rates listed have been determined to be the prevailing rates for the occupations specified, and the minimum allowable under this specification, it is the responsibility of the Contractors to inform themselves as to the local labor market and conditions, including any pending legislation or existing collective bargaining agreements which provide for future increase in rates.

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

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

Bidders are required to fully inform themselves on the conditions relating to construction and labor under which work is now being performed, and this Contractor must employ such methods and means in carrying out his work as will not cause any interruption or interference with any other Contractor.

ATTACHMENT J.4

WAGE DETERMINATION

NUMBER DC20080003

DATED SEPTEMBER 12, 2008

General Decision Number: DC20080003 09/12/2008 DC3

Superseded General Decision Number: DC20070003

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

<u>Modification No.</u>	<u>Publication Date</u>
0	02/28/2008
1	04/18/2008
2	05/02/2008
3	05/09/2008
4	05/30/2008
5	06/06/2008
6	07/04/2008
7	07/18/2008
8	07/25/2008
9	08/15/2008
10	09/05/2008
11	09/12/2008

* ASBE0024-001 10/01/2007

	<u>Rates</u>	<u>Fringes</u>
Asbestos Worker/Heat and Frost Insulator	\$ 27.88	13.88

SCOPE OF WORK: Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

* ASBE0024-005 10/01/2007

	<u>Rates</u>	<u>Fringes</u>
Fire Stop Technician	\$ 22.95	6.39

SCOPE OF WORK: Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke or other gases. The application includes all components involved in creating the rated

barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.

BRDC0001-001 05/04/2008

	<u>Rates</u>	<u>Fringes</u>
Bricklayer.....	\$ 26.20	6.77

CARP0132-006 05/01/2008

	<u>Rates</u>	<u>Fringes</u>
Carpenter (Including Drywall Hanging).....	\$ 25.37	6.55
Piledriver.....	\$ 23.87	7.10

ELEC0026-003 09/01/2008

	<u>Rates</u>	<u>Fringes</u>
Communication Technician.....	\$ 24.25	3%+6.87

SCOPE OF WORK: Includes low voltage construction, installation, maintenance and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, VSAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED: The installation of computer systems in industrial applications such as assembly lines, robotics and computer controller manufacturing systems. The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.

ELEC0026-016 06/02/2008

	<u>Rates</u>	<u>Fringes</u>
Electricians (Excluding Communication-Low Voltage Wiring)..	\$ 35.55	11.42+a

PAID HOLIDAYS: New Year's Day, Martin Luther King Jr.'s Birthday, Inauguration Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day or days designated as legal holidays by the Federal Government.

ENGI0077-009 05/01/2008

	<u>Rates</u>	<u>Fringes</u>
Power equipment operators:		
Boom Trucks.....	\$ 27.57	7.17+a
Cranes (35 tons and above)..	\$ 28.74	7.17+a
Cranes (under 35 tons).....	\$ 28.28	7.17+a
Forklifts.....	\$ 21.00	7.17+a
Piledrivers.....	\$ 28.28	7.17+a

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

b. PREMIUM PAY: Tower cranes and cranes 100-ton and over to receive \$1.00 per hour premium over Group One.

IRON0005-001 06/01/2008

	<u>Rates</u>	<u>Fringes</u>
Ironworkers:		
Structural, Ornamental and Chain Link Fence	\$ 27.83	12.595

IRON0201-003 05/01/2008

	<u>Rates</u>	<u>Fringes</u>
Ironworker (Reinforcing).....	\$ 26.15	12.08

LABO0657-001 06/01/2008

	<u>Rates</u>	<u>Fringes</u>
Laborer: Skilled.....	\$ 19.57	4.68

FOOTNOTE: Potmen, power tool operator, small machine operator, concrete labor including concrete preparation, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinning, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipe layers, or tile layers (tile laid on road construction projects ONLY), operators of jackhammer, paving breakers, spaders or any machine that does the same general type of work, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers and other machines that do the same general type of work, whether powered by air, electric or gasoline builders of trestle scaffolds over one tier high and sand blaster, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen.

LABO0657-002 06/01/2008

	<u>Rates</u>	<u>Fringes</u>
Laborers:		
Mason Tenders, Brick	\$ 14.65	4.68
Mortarmen, Scaffold Builders	\$ 15.45	4.68

MARB0002-002 05/01/2008

	<u>Rates</u>	<u>Fringes</u>
Marble & Stone Mason	\$ 32.00	12.07

INCLUDES pointing, caulking and cleaning of all types of masonry, brick, stone and cement structures; EXCEPT pointing, caulking and cleaning of existing masonry, brick, stone and cement (restoration work)

MARB0003-001 05/01/2008

	<u>Rates</u>	<u>Fringes</u>
Mosaic & Terrazzo Worker, Tile Layer		
Marble Mason and Tile Layer	\$ 25.01	8.82
Terrazzo Worker	\$ 25.76	8.82

MARB0003-004 05/01/2008

	<u>Rates</u>	<u>Fringes</u>
Marble, Tile & Terrazzo Finisher	\$ 20.15	7.97

PAIN0051-004 06/01/2008

	<u>Rates</u>	<u>Fringes</u>
Glazier		
Contracts \$2 million and under.....	\$ 25.12	7.46
Contracts over \$2 million.....	\$ 27.84	7.46

PAIN0051-010 06/01/2008

	<u>Rates</u>	<u>Fringes</u>
Painters:		
Brush, Roller, Spray and Drywall Finishers	\$ 24.31	7.56

PLAS0891-003 05/01/2007

	<u>Rates</u>	<u>Fringes</u>
Cement Mason/Concrete Finisher	\$ 26.15	6.01

PLUM0005-007 08/01/2008

	<u>Rates</u>	<u>Fringes</u>
Plumber		
Apartment Buildings over 4 stories (except hotels.....)	\$ 22.31	8.61+a
ALL Other Work.....	\$ 36.24	13.37+a

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

PLUM0602-006 08/01/2008

	<u>Rates</u>	<u>Fringes</u>
Steamfitter, Refrigeration & Air Conditioning Mechanic (Including HVAC Pipe Work).....	\$ 35.12	14.47+a

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

* SFDC0669-001 04/01/2008

	<u>Rates</u>	<u>Fringes</u>
Sprinkler Fitters.....	\$ 29.35	14.30

SHEE0100-002 07/01/2008

	<u>Rates</u>	<u>Fringes</u>
Sheet Metal Worker (Including HVAC Duct Work).....	\$ 33.04	12.12

SUDC2000-001 04/12/2000

	<u>Rates</u>	<u>Fringes</u>
ASBESTOS ABATEMENT WORKER (Removal from Floors, Ceilings, Walls And Mechanical Systems)	\$ 10.60	
Laborer, Unskilled.....	\$ 11.83	2.23
Pointer, caulker and cleaner INCLUDES pointing, caulking and cleaning of existing masonry, brick, stone and cement structures (restoration work); EXCLUDES pointing, caulking and cleaning of new or replacement masonry, brick, stone and cement	\$ 20.00	

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

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

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION

ATTACHMENT J.5

**FIRST SOURCE EMPLOYMENT
AGREEMENT**

FIRST SOURCE EMPLOYMENT AGREEMENT

Contract Number: _____

Contract Amount: _____

Project Name: _____

Project Address: _____ Ward: _____

Nonprofit Organization with 50 Employees or Less: (Yes) ____ (No) ____

This First Source Employment Agreement, in accordance with D. C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, hereinafter referred to as DOES, and _____, hereinafter, referred to as EMPLOYER. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral, and placement of new hires or employees for the new jobs created by this project and will hire 51% District of Columbia residents for all new jobs created, as well, as 51% of apprentices employed in connection with the project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

I. GENERAL TERMS

- A. The EMPLOYER will use DOES as its first source for the recruitment, referral and placement of employees.
- B. The EMPLOYER shall require all contractors and subcontractors, with contracts totaling \$100,000 or more, to enter into a First Source Employment Agreement with DOES.
- C. DOES will provide recruitment, referral and placement services to the EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES participation in this Agreement will be carried out by the Office of the Director, with the Office of Employer Services, which is responsible for referral

and placement of employees, or such other offices or divisions designated by DOES.

- E. This Agreement shall take effect when signed by the parties below and shall be fully effective for the duration of the contract and any extensions or modifications to the contract.
- F. This Agreement shall not be construed as an approval of the EMPLOYER'S bid package, bond application, lease agreement, zoning application, loan, or contract/subcontract.
- G. DOES and the EMPLOYER agree that for purposes of this Agreement, new hires and jobs created (both union and nonunion) include all EMPLOYER'S job openings and vacancies in the Washington Standard Metropolitan Statistical Area created as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.
- H. For purposes of this Agreement, apprentices as defined in D.C. Law 2-156, as amended, are included.
- I. The EMPLOYER shall register an apprenticeship program with the D.C. Apprenticeship Council for construction or renovation contracts or subcontracts totaling \$500,000 or more. This includes any construction or renovation contract or subcontract signed as the result of, but is not limited to, a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for one (1) year or more.
- J. All contractors who contract with the Government of the District of Columbia to perform information technology work with a single contract or cumulative contracts of at least \$500,000, let within any twelve (12) month period shall be required to register an apprenticeship program with the District of Columbia Apprenticeship Council.
- K. The term "information technology work" shall include, but is not limited to, the occupations of computer programmer, programmer analyst, desktop specialist, technical support specialist, database specialist, network support specialist, and any other related occupations as the District of Columbia Apprenticeship Council may designate by regulation.

II. RECRUITMENT

- A. The EMPLOYER will complete the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union

requirements. The EMPLOYER will notify DOES of its specific need for new employees as soon as that need is identified.

- B. Notification of specific needs, as set forth in Section II.A. must be given to DOES at least five (5) business days (Monday – Friday) before using any other referral source, and shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce need not be referred to DOES for placement and referral.
- D. The EMPLOYER will submit to DOES, prior to starting work on the project, the names, and social security numbers of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the project.

III. REFERRAL

DOES will screen and refer applicants according to the qualifications supplied by the EMPLOYER.

IV. PLACEMENT

- A. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer. DOES will make every reasonable effort to refer at least two qualified applicants for each job opening.
- B. The EMPLOYER will make all decisions on hiring new employees but will in good faith use reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.
- C. In the event DOES is unable to refer the qualified personnel requested, within five (5) business days (Monday - Friday) from the date of notification, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. Notwithstanding, the EMPLOYER will still be required to hire 51% District residents for the new jobs created by the project.
- D. After the EMPLOYER has selected its employees, DOES will not be responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

V. TRAINING

DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, the laws or regulations shall prevail.
- B. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party.
- C. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any involved collective bargaining unit with a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government-assistance less than \$100,000.
- B. Employment openings the contractor will fill with individuals already employed by the company.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Suppliers located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in the Washington Standard Metropolitan Statistical Area.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other

party by lease, sale, assignment, merger, or otherwise, the EMPLOYER as a condition of transfer shall:

1. Notify the party taking possession of the existence of the EMPLOYER'S Agreement.
 2. Notify the party taking possession that full compliance with this Agreement is required in order to avoid termination of the project.
 3. EMPLOYER shall, additionally, advise DOES within seven (7) business/ calendar days of the transfer. This advice will include the name of the party taking possession and the name and telephone of that party's representative.
- B. DOES shall monitor EMPLOYER'S performance under this Agreement. The EMPLOYER will cooperate in DOES' monitoring effort and will submit a Contract Compliance Form to DOES monthly.
- C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available payroll and employment records for the review period indicated.
- D. If additional information is needed during the review, the EMPLOYER will provide the requested information to DOES.
- E. With the submission of the final request for payment from the District, the EMPLOYER shall:
1. Document in a report to the Contracting Officer its compliance with the requirement that 51% of the new employees hired by the project be District residents; or
 2. Submit a request to the Contracting Officer for a waiver of compliance with the requirement that 51% of the new employees hired by the project be District residents and include the following documentations:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources; and
 - c. Advertisement of job openings listed with DOES and other referral sources.
- F. The Contracting Officer may waive the requirement that 51% of the new employees hired by the project be District residents, if the Contracting Officer finds that:
1. A good faith effort to comply is demonstrated by the contractor;

2. The EMPLOYER is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area;

The Washington Standard Metropolitan Statistical Area includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loudon, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

3. The EMPLOYER enters into a special workforce development training or placement arrangement with DOES; or
 4. DOES certifies that insufficient numbers of District residents in the labor market possesses the skills required by the positions created as a result of the contract.
- G. Willful breach of the First Source Employment Agreement by the EMPLOYER, or failure to submit the Contract Compliance Report, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract.
- H. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the project be District residents.
- I. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.
- J. The project may be terminated because of the EMPLOYER'S non-compliance with the provisions of this Agreement.

IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES _____ NO _____
If yes, certification number: _____

X. Do you have a registered Apprenticeship Program with the D.C. Apprenticeship Council? YES _____ NO _____
If yes, D.C. Apprenticeship Council Registration Number: _____

XI. Indicate whether your firm is a subcontractor on this project: YES ___ NO ___
If yes, name of prime contractor: _____

Dated this _____ day of _____ 20_____

Signature Dept. of Employment Services

Signature of Employer

Name of Company

Address

Telephone

E-mail

EMPLOYMENT PLAN

NAME OF FIRM _____

ADDRESS _____

TELEPHONE NUMBER _____ FEDERAL IDENTIFICATION NO. _____

CONTACT PERSON _____ TITLE _____

E-mail: _____ TYPE OF BUSINESS: _____

ORIGINATING DISTRICT AGENCY _____

CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____

TYPE OF PROJECT _____ FUNDING AMOUNT _____

PROJECTED START DATE _____ PROJECT DURATION _____

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this project.

JOB TITLE	# OF JOBS		SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL #	PROJECTED HIRE DATE
	F/T	P/T			
A					
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					

ATTACHMENT J.6

LSDBE CERTIFICATION PACKAGE

LOCAL, SMALL, RESIDENT AND DISADVANTAGED BUSINESS ENTERPRISES

CERTIFICATION APPLICATION

1. Business Name: _____

E-Mail: _____ Tel :() _____ Fax: () _____

2. Business Mailing Address: _____

City: _____ State: _____ Zip: _____ Ward #: _____

3. Principal Contact Person: _____ Title: _____ Tel:() _____

4. List Business Structure (choose one):

- Corporation
- Limited Liability Corporation
- Partnership
- Sole Proprietorship
- Joint Venture

5. Date Business Established: _____ If corporation, location of corporation: _____

Primary business activity (if diversified, percent of each adding up to a total of 100%): _____% Professional Service (i.e., Legal, A&E, CPA, etc.)

Construction Manufacturer Distribution
 Wholesaler Retailer Service Provider

6. List the following business information (please contact listed reference phone numbers for personal assistance):

Dunn & Bradstreet No.:	(800) 333-0505	No.:
Local Unemployment Compensation No.:	(202) 724-7566	No.:
D.C. Franchise Tax ID:	(202) 727-7000	No.:
Federal Employer ID:	(800) 829-1040	No.:

7. Describe the business' product line, trade or services below (attach additional pages if necessary):

7a. National Institute of Government Policies (NIGP) Commodity Codes (see attached, or call OCP (202) 727-0252):

8. Briefly describe any specialties: _____

9. List business and office equipment, vehicles and facilities located (attach additional page if necessary):

a. Equipment and Vehicles Owned and/or Leased	Storage Location of Equipment and Vehicles	b. List All Operating Facilities (please designate principal facility)	Address, City, State & Zip

10. Identify all original and current owners/stockholders of the business (attach additional page if necessary):

Original and Current Owners/Stockholders of Business						(a) List Total Corporate Shares Authorized			
(b) Name of Owners/ Stockholders	(c) US Citizen (check X if yes)	(d) LAPR	(e) SEX	(f) Total Authorized shares/ holder	(g) % of Owner -ship	(h) Initial Capital Injection	(i) Class of Stock Issued (Common Preferred)	(j) Home Address & Phone Number	(k) Ward No.

Note: In column (c), indicate with an "X" whether the persons listed are United States Citizen or lawfully admitted Permanent Resident (LAPR). In columns (f) through (I), indicate investment capital, total number and type of shares issued to each owner.

11. Identify current members of Board of Directors/Owners (part a) and Officers of the Corporation (part b):

(a) Current Board of Directors/Owners							
Name	Title	Occupation	Sex	Date Appointed	Home Address	Phone Number	Ward No.

(b) Officers of Corporation/Key Personnel							
Name	Title	Operational Function(s)	Sex	Date Appointed	Home Address	Phone Number	Ward No.

12. List Bonding Information:

Name of Bonding Company: _____
 Address: _____
 City _____ State _____ Zip _____
 Contact Person _____ Phone () _____ Fax () _____
 List Bonding specialties (if any) _____
 Bonding Limit \$ _____

13. List Insurance Information:

Name of Insurance Company: _____
 Address: _____ City _____ State _____ Zip _____
 Contact Person _____ Phone () _____ Fax () _____
 List Insurance Type: _____ Property/Liability Limit \$ _____

14. List Business Banking Information:

Primary Business Bank: _____
 Address: _____ City _____ State _____ Zip _____
 Contact Person _____ Phone () _____ Fax () _____

15. List Other Local Businesses (DC based) you do business with:

Business Name: _____
 Contact Person: _____ Tel:() _____

Business Name: _____
 Contact Person: _____ Tel:() _____

Business Name: _____
 Contact Person: _____ Tel:() _____

16. List charitable and other contributions to the DC Community (please be specific):

Name _____ Tel.:() _____
 Type of Contribution: _____

Name _____ Tel.:() _____
 Type of Contribution: _____

17. List total amount of taxes paid to DC Government (specify type of taxes paid in the current and last tax year):

a. Check all that apply:	Current Year-To-Date:	Last Fiscal Year:
_____ Arena.	\$ _____	\$ _____
_____ Corporate.	\$ _____	\$ _____
_____ Unemployment.	\$ _____	\$ _____
_____ Personal Property.	\$ _____	\$ _____
_____ Workers Compensation	\$ _____	\$ _____
_____ Sales.	\$ _____	\$ _____
_____ Real Estate	\$ _____	\$ _____
_____ Fuel	\$ _____	\$ _____
_____ Business.	\$ _____	\$ _____
_____ Use.	\$ _____	\$ _____
_____ Income.	\$ _____	\$ _____

18. List the LSRDBE status you are applying for (please choose all that are applicable and refer to “Supporting Documentation Checklist”):

- Resident Business Ownership
- Local
- Small
- Disadvantaged (additional notarized affidavit required)

a. List location of principal business site:

DC WSMSA (please reference “Waiver Application”)

b. Enterprise Zone – If you have listed “DC” as your principal business site, please indicate one:

- DC Village Economic Development Zone
- Anacostia Economic Development Zone
- At Large DC Based Business, Non-Economic Development Zone

c. List type and qualification for Small Business Enterprise:

Industry Type Revenue Limit (last fiscal year)

- Construction (street, highway, bridges, etc.) \$23 million or less
- Building Construction (general construction, etc.) \$21 million or less
- Specialty Trade Contractors \$13 million or less
- Manufacturing Services \$10 million or less
- General Services \$19 million or less
- Transportation and Hauling Services \$13 million or less
- Goods and Equipment \$8 million or less
- Personal Services (hotels, beauty, laundry, etc.) \$5 million or less
- Business Services (general) \$10 million or less
- Health and Legal Services \$10 million or less
- Health Facilities Management \$19 million or less
- Financial Institutions \$300 million or less

19. List Workforce Information:

Workforce Information							
Name	Title	Full Time/ Part Time	Sex	Date Hired	Home Address	Phone Number	Ward No.

20. List Professional and Current Licenses:

License Type	License Number	License Expiration Date	Authorizing Entity of License

21. List Gross Annual Revenues for Last Three (3) Years:

20____/ \$ _____ 20____/ \$ _____ 20____/ \$ _____

22. List Sources of Business Revenues

Source of Business Revenues Contracts/Sales	List Fiscal Year	Amount (\$)	% of Total Revenues
DC Government Prime/Sub		\$	%
Private Sector		\$	%
Other		\$	%
Total		\$	100%
Description of "Other" Sources		\$	%

23. List the Last Three (3) Contracts:

Name of Contractor Contracts/Sales	Project Name	Service Provided	Dollar Amount

Complete and notarize the attached Affidavit and submit to:

***District of Columbia Government
Department of Small and Local Business Development
441 - 4th Street, N. W., Suite 970N
Washington, D. C. 20001
Tel: (202) 727-3900***

SWORN AFFIDAVIT

The undersigned swears that the foregoing statements made as part of this application and submitted (with/without a bid or proposal request) are true and correct and include all material information necessary.

- 1) to identify and explain the operations of _____
(Name of Company)
- 2) to identify the ownership thereof; and
- 3) to establish their eligibility for certification as a Resident Business Owner, Local Business Enterprise, and/or Small Business Enterprise and/or Disadvantaged Business Enterprise, and/or located within an Enterprise Zone.

Further, the undersigned agrees that if he/she has not already done so, he/she will provide directly to the Local Business Opportunity Commission (LBOC), the LSRDBE Application and supporting documents as may be required to substantiate the firm's eligibility for self-certification. This includes complete cooperation with the LBOC's certification process, and allows the examination of books, records and files of the named company at the business location or at any other place, including other companies with which the firm conducts its operations. The undersigned understands and agrees that failure to submit the required documentation could render a bid/proposal submitted under the rules of this statute null and void. The undersigned understands the D. C. Corporation Counsel may bring civil action in the Superior Court of the District of Columbia against a business enterprise and the directors, officers or principals thereof that it is reasonably believed has obtained certification by fraud or deceit or has furnished substantially inaccurate or incomplete information to the Commission which is punishable by a fine of \$100,000.00. A business enterprise or individual convicted of false swearing shall be subject to criminal penalties of not more than \$1,000.00 and/or imprisoned for not more than one (1) year (Dec. 1, 1982, D.C. Law 4-164, ss404, 29 DCR 3976) and possible debarment. If a contract is terminated due to fraud or deceit by the applicant, requiring the government to readvertise or resolicit for products or services, the undersigned will be held liable for the additional expenses incurred by the government.

If, after filing this document, there are any change(s) (during the term of the certification) in the information submitted herein, the undersigned will inform the LSRDBE Program immediately of the change(s).

NOTARIZATION: (Sign only in the presence of a D.C. Notary)

Signature: _____ Title: _____

Name (please print): _____ Date: _____

On this the ___ day of _____, 20___, before me personally appeared (Name of D.C. Notary) _____ who is properly authorized by (Name of Firm) _____ to execute this Affidavit and did so at his/her

free act and deed.

Notary Signature: _____

My Commission Expires: _____ (SEAL) Notary Public

REQUIRED SUPPORTING DOCUMENTS **CHECKLIST-CORPORATION**

For who: Companies registered as C-Corporation and S-Corporations with principal office(s) located within the District of Columbia or the Washington Standard Metropolitan Statistical Area (WSMSA).

What to Submit: Existing corporations please:

1. Complete the enclosed application.
2. Provide copies of the following supportive corporate documentation:
 - a) Articles of incorporation
 - b) Executed stock certificates
 - c) Executed office lease agreement (certificate of occupancy or home occupation permit may be substituted)
 - d) Abbreviated business plan (e.g., executive summary, operations plan, organizational structure, and marketing outline)
 - e) Financial statements less than 120 days old (balance statement, cash flow summary, financial projections)
 - f) Last two (2) years of corporate District and Federal Tax Returns
 - g) Resume' of key personnel
3. Principal owner(s) documentation of eligibility:
 - a) Proof of citizenship (e.g., copy of passport, birth certificate, voter registration card)
 - b) Proof of residency (e.g., copy of driver's license or picture ID and copy of current utility bill)
4. Lease/Rental Agreements
5. Profession or Trade License
6. Certificate(s) of Good Standing

New corporations (less than 1 year old) must provide:

1. All documentation as listed above, and
2. Proof of capital injection (e.g., current bank statement)
3. Comprehensive business plan

Note: Companies with principal offices located **outside** the District of Columbia must also complete a Waiver Application and meet the criteria.

Newly established companies, less than two years old, **MUST** submit Personal Federal and District/State Tax returns for the last two years.

Federal and District/State Taxes **MUST** be signed by an authorized tax preparer.

REQUIRED SUPPORTING DOCUMENTS **CHECKLIST-SOLE PROPRIETORSHIP**

For who: Companies registered as a Sole Proprietorship with principal office(s) located within the District of Columbia or the Washington Standard Metropolitan Statistical Area (WSMSA).

- What to Submit: Sole-Proprietorships please:
1. Complete the enclosed application.
 2. Provide copies of the following supportive sole-proprietorship documentation:
 - a) Executed office lease agreement (certificate of occupancy or home occupation permit may be substituted) or deed for principle business office
 - b) Brief description of business or an abbreviated business plan (e.g., executive summary, operations plan, organizational structure, and marketing outline)
 - c) Financial statements less than 120 days old (balance statement, cash flow summary, financial projections)
 - d) Last two (2) years of District and Federal Tax Returns
 - e) Resume' of key personnel
 - f) Proof of citizenship (e.g., copy of passport, birth certificate, voter registration card)
 - g) Proof of residency (e.g., copy of driver's license or picture ID and copy of current utility bill, certificate of occupancy)
 - h) Certificate(s) of Good Standing
 - i) Professional or Trade License (J) WUN & Brodstreet H

New sole-proprietorships (less than 1 year old) must provide:

1. All documentation as listed above, and
2. Proof of capital injection (e.g., current bank statement)
3. Comprehensive business plan

Note: Companies with principal offices located **outside** the District of Columbia must also complete a Waiver Application and meet the criteria. Please see attached.

Newly established companies, less than two years old, **MUST** submit Personal Federal and District/State Tax returns for the last two years.

Federal and District/State Taxes **MUST** be signed by an authorized tax preparer.

REQUIRED SUPPORTING DOCUMENTS **CHECKLIST-PARTNERSHIP**

For who: Companies registered as Partnership with principal office(s) located within the District of Columbia or the Washington Standard Metropolitan Statistical Area (WSMSA).

What to Submit: Partnerships please:

1. Complete the enclosed application.
2. Provide copies of the following supportive partnership documentation:
 - a) Executed office lease agreement (certificate of occupancy or home occupation permit may be substituted) or deed for principle business office
 - b) Brief description of business or an abbreviated business plan (e.g., executive summary, operations plan, organizational structure, and marketing outline)
 - c) Financial statements less than 120 days old (balance statement, cash flow summary, financial projects)
 - d) Last two (2) years of corporate District and Federal Tax Returns

New partnerships (less than 1 year old) must provide:

1. All documentation as listed above, and
2. Proof of capital injection (e.g., current bank statement)
3. Comprehensive business plan

Note: Companies with principal offices located **outside** the District of Columbia must also complete a Waiver Application and meet the criteria. Please see attached.

Newly established companies, less than two years old, **MUST** submit Personal Federal and District/State Tax returns for the last two years.

Federal and District/State Taxes **MUST** be signed by an authorized tax preparer.

REQUIRED SUPPORTING DOCUMENTS **CHECKLIST-DISADVANTAGED**

For who: Companies applying for Disadvantaged Business Enterprise (DBE) status with principal office(s) located within the District of Columbia or the Washington Standard Metropolitan Statistical Area (WSMSA).

What to Submit: Notarized Letter of Disadvantage:

1. Identification of the group (ethnic basis) for which you are claiming disadvantaged status.
2. Summary of specific instances where the following was denied and/or affected your ability to enter the free enterprise system.
 - a) Access to capital
 - b) Access to credit
 - c) Access to bonding
3. Principal owner's personal financials
4. Proof of capital injection (e.g., current bank statement)
5. Comprehensive business plan

Note: To obtain additional information about this program, please contact the Offices of Human Rights and Local Business Development, Certification Division at (202) 727-3900. All documents submitted are kept confidential and on file.

Violations: Individuals found to have submitted fraudulent or substantially inaccurate information will be subject to civil or criminal penalties (fines, imprisonment and/or debarment). Violators will also be liable for any additional expense the government incurs as a result of such violations.

Note: Newly established companies, less than two years old, **MUST** submit Personal Federal and District/State Tax returns for the last two years.

Federal and District/State Taxes **MUST** be signed by an authorized tax preparer.

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT
441 - 4TH STREET, N.W., SUITE 970N
WASHINGTON, D. C. 20001**

**FACT SHEET
LOCAL, SMALL, RESIDENT, DISADVANTAGED AND LOCAL BUSINESS
CERTIFICATION PROGRAM**

The LSRDBE Program was established in 1992 as the “Equal Opportunity for Local, Small, Resident and Disadvantaged Business Enterprises Act”. The Act, as amended in 1998, is now D.C. Law 12-268. The Sheltered Market Program, established under the Minority Contracting Act of 1976, effective March 29, 1977 (D.C. Law 1-95), was declared unconstitutional by the U.S. Court of Appeals in O’Donnell Construction v. District of Columbia, 963 F. 2d 420 (D.C. Cir. 1992). As a result thereof, the Sheltered Market Program for minority businesses was discontinued. The D.C. Council enacted a new program entitled the “Equal Opportunity for Local, Small, Resident and Disadvantaged Business Enterprises Act” in 1992. This law has been repealed and replaced by the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D. C. Law 16-33, effective October 20, 2005. Businesses may be certified in the Program as follows:

Local Business Enterprises (LBE) (section 2331 of the Act)

Small Business Enterprises (SBE)

Disadvantaged Business Enterprises (DBE)

Resident-owned Business (RBO)

Longtime Resident Business (LRB)

Local Business Enterprise with its Principal Office located in an Enterprise Zone (DZE)

Small Business Enterprises (SBE)

SBE is a local business or a business enterprise that has satisfied the requirements established in Section 2332 of the Act and is independently owned, operated and controlled and has had average annualized gross receipts (for three years preceding certification) and does not exceed the limits (size standards) as follows:

<u>Industry Type</u>	<u>Average Annual Gross Receipts</u>
Construction (street, highway, bridges, etc.)	\$23 million
Building Construction (general construction, etc.)	\$21 million
Specialty Trade Contractors	\$13 million
Manufacturing Services	\$10 million
General Services	\$19 million

Transportation & Hauling Services	\$13 million
Goods & Equipment	\$ 8 million
Personal Services (hotels, beauty, laundry, etc.)	\$ 5 million
Business Services (general)	\$10 million
Health & Legal Services	\$10 million
Health Facilities Management	\$19 million
Financial Institutions	\$300 million

Resident Business Ownerships (RBO)

RBO is a local business enterprise owned by an individual, or a majority number of individuals, subject to personal income tax in the District of Columbia.

Enterprise Zones

Businesses that are located within an enterprise zone or an area for which an application for designation as an enterprise zone has been submitted will be eligible for a two (2) point preference, in the case of proposals and a two percent (2%) reduction in price, in the case of bids.

The following locations represent the economic development zones for the District of Columbia:

- (1) The Alabama Avenue economic development zone, which is bordered on the North by the East side of Fort Stanton Park, S. E. and Suitland Parkway, S. E. and the northern property line of Saint Elizabeth's Hospital and Alabama Avenue, S. E., on the South side by Southern Avenue, S. E., on the South side by Southern Avenue, S. E., on the Northeast side along Fort Baker to 28th Street, S. E., South on 28th Street to Denver Street, S. E., South on Denver Street, S. E., to Naylor Road, S. E., and Southeast on Naylor Road, S. E., to Southern Avenue, S. E., and on the West by South Capitol Street, S. E., as designated in Mayor's Order 86-193, dated October 27, 1986 (33 DCR 7798);
- (2) The D. C. Village economic development zone, which is bordered by I-95 on the West and South, Martin Luther King, Jr., Avenue, S. W., on the East, and Laboratory Road, S. W., on the North, as designated in Mayor's Order 86-193, dated October 27, 1986 (33 DCR 7798);
- (3) The Anacostia economic development zone, from the West span of the 11th Street Bridge, South to Martin Luther King, Jr., Avenue, S. E., and 'S' Street, S. E., East on 'S' Street, S. E., to Naylor Road, S. E., South to Altamont Place, S. E., South to Good Hope Road, S. E., South along the West boundary of Fort Stanton Park to Suitland Parkway, S. E., crossing Suitland Parkway, S. E., at Robinson Place, S. E., Northwest along the North property-line of Saint Elizabeth's Hospital that includes approximately 40 acres adjacent to Barry Farms on the North property-line, including the area in and around the Point, and adjacent to the I-295 expressway right of way on the South property-line, to the West property-line of Saint Elizabeth's Hospital, South to the Southern property-line of Saint Elizabeth's Hospital, East to Milwaukee Place, S. E., Southeast to Martin Luther King, Jr., Avenue, S. E., South to Portland Street, S. E., West to

South Capitol Streets, S. E., North to Anacostia Drive, S. E., East to the West span of the 11th Street Bridge.

Waiver Provisions

Applicants whose principal offices are not physically located within the District of Columbia may qualify for certification as SBE and DBE if they meet certain waiver provisions. The waiver provisions are based on an applicant's ability to demonstrate strong economic ties to the District of Columbia. These applicants must first satisfy the waiver provisions in order to be eligible for certification consideration.

All information should be submitted to the Certification Division, D.C. Department of Small and Local Business Development, One Judiciary Square, 441 - 4th Street, N. W., Suite 970N, Washington, D.C. 20001. For more information, please contact the Certification Division staff at (202) 727-3900.

LSRDBE Certification Expiration

1. **Expiration:** All certifications expire two (2) years from the date of issuance.

How to read your certification number:

Sample: 00-01-1234 (means)

Year 2000, Month 01, Certification No. 1234

2. **Recertification:** Applications should be submitted not less than ninety (90) days before the date of expiration.

Anticipate Re-certification:

Sample: Expiration January 2007 (means)

Submitted for renewal review in October 2006

3. **Changes/Eligibility Status:** The Small and Local Business Opportunity Commission (SLBOC) shall be notified of any changes that may affect the eligibility for certification of the applicant. See DCMR Section 812.6 of the DC Municipal Regulations on LSRDBE Contracting.

Notify SLBOC of: Change of address and telephone numbers.

Change of ownership and/or control.

Other pertinent changes that affect the make-up of the company as presented in your LSRDBE certification application.

Note: Failure to inform the SLBOC of these changes can result in the revocation of your certification.

4. **Bidding:** A copy of the LSRDBE certification letter must be attached to the front of all bids and/or proposals for the Local, Small, Resident and Disadvantaged Business Enterprises Program. Section DCMR Sections 804.8(b), 818.2 of the DC Municipal Regulations on LSRDBE Contracting.

PENALTY PROVISION

The Office of Attorney General (OAG) may bring a civil action in the Superior Court of the District of Columbia against a business enterprise and the directors, officers, or principals that it reasonably believed have obtained certification by fraud or deceit or have furnished substantially inaccurate or incomplete ownership information to the Commission. A business enterprise or individual found guilty shall be subject to a civil penalty of not more than \$100,000.00, in accordance with D.C. Law 16-33.

“Support Documents”

Required for Re-Certification Only

(All documents submitted are kept confidential)

- Exhibit 1. Certification Application.
- Exhibit 2. A copy of applicant’s most recent financial statement (which is less than 120 days old)
- Exhibit 3. District and Federal tax returns for the past two (2) years.
- Exhibit 4. Current District of Columbia Professional License (i.e., Contractor, Engineer or Architect), if applicable.

Required for Re-Certification Only

If you are applying for Re-Certification as a Disadvantaged Business Enterprise (DBE), you must include the principle owners' personal financial statement (less than 120 days old) and your notarized DBE letter demonstrating causes that contribute to your economically and socially disadvantaged status (access to capital, credit, bonding, equal opportunity in contracts, educational opportunities and housing).

WAIVER APPLICATION

GOVERNMENT OF THE DISTRICT OF COLUMBIA SMALL AND LOCAL BUSINESS OPPORTUNITY COMMISSION

The WAIVER APPLICATION is for companies whose principal office is NOT physically located in the District of Columbia.

Firms located outside the District of Columbia may obtain Small, Disadvantaged Business Enterprise Certification consideration IF the applicant meets 4 of the 5 following criteria: (Please complete this addendum and submit with your certification application package)

Applicant's Name: _____

Business Name: _____

Principal Address: _____
(Street Address)

(City)

(State)

(Zip)

Telephone Number: _____ Fax Number: _____

1. The applicant's principal office is located in the Washington Standard Metropolitan Statistical Area*: Yes No

List City and State: _____

County: _____

Documentation Required: A copy of the lease or rental agreement, or deed for the principal business office.

2. More than fifty percent (50%) of the assets of the business enterprise are located in the District of Columbia: Yes No

Total Assets (100%): _____ % of Assets in DC: _____

Documentation Required: Proof of ownership and value of plant/warehouse, real estate, equipment, vehicles (industry related) or IRA or other retirement account; balance sheet less than 90 days old from each jurisdiction. Utilization of local bank with principal office in DC is encouraged.

3. More than fifty percent (50%) of the employees of the business are residents of the District of Columbia.

Total Number of Employees: _____ Number of DC Residents: _____

Documentation Required: Employee W2 Forms or W3 Transmittal Forms for all employees who are DC residents; appropriate company contract forms for employees hired by contract; DC Unemployment Compensation Forms and/or certified payrolls not more than ninety (90) days old.

4. The owners of more than fifty percent (50%) of the business enterprise are residents of the District of Columbia.

Total Number of Owners: _____ Number of Owners in DC: _____

Percentage (%) Ownership in DC: _____

Documentation Required: Copy of personal income tax returns of principal owners reflecting their permanent home address; driver's license; homeowner's tax assessment and Articles of Incorporation.

5. More than fifty percent (50%) of the total sales or other revenues derived from transactions in the District of Columbia. ____ Yes ____ No

Total Sales (FY-): _____

Total DC Sales Revenues (FY-): _____

Percentage (%) DC Sales Revenue (FY-): _____

Documentation Required: Documentation of sales (e.g., photocopies of contracts, sales tax forms and/or invoices from each jurisdiction; tax returns or income statement).

***Washington Standard Metropolitan Statistical Area (WSMSA)**

Maryland Counties: Calvert, Charles, Howard, Montgomery, Prince Georges'
Virginia Counties: Arlington, Fairfax, Loudon, Prince William, Stafford
Virginia Cities: Alexandria, Fairfax, Falls Church, Manassas, Manassas Park

ATTACHMENT J. 7

STANDARD CONTRACT PROVISIONS FOR USE WITH SPECIFICATIONS FOR D.C. GOVERNMENT CONSTRUCTION PROJECTS, DATED 1973

A copy of this booklet is available, free of charge, to bidders at the Office of Contracting and Procurement Bid Room at the Reeves Center located at 2000 – 14th Street, N. W., 3rd Floor, Washington, D. C. 20009.

PART IV

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

- K-1 Certification of Eligibility**
- K-2 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-
Lower Tier Covered Transaction**
- K-3 Payment to Subcontractor and Suppliers Certification**
- K-4 Equal Opportunity Compliance**
- K-5 Tax Certification Affidavit**
- K-6 Bid Bond**
- K-7 Certification of Independent Price Determination**
- K-8 Employment Agreement**
- K-9 Certification under “Buy American Act” (applicable to purchase of material and
equipment)**
- K-10 Certification as to Type of Business Organization**

K-1

CERTIFICATE OF ELIGIBILITY

CERTIFICATION OF ELIGIBILITY

_____, being duly sworn (or
(President or Authorized Official of Bidder)

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

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

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

does not have a proposed debarment pending; and

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

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

Contractor

President or Authorized Official

Date

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 of _____

At _____
City and State

Notary Seal

Notary Public

K-2

**CERTIFICATE REGARDING
DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY
EXCLUSION**

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

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

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

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

does not have a proposed debarment pending; and

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

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

Contractor

President or Authorized Official

Date

Title

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

Subscribed and sworn before me this _____ day _____

At _____
City and State

Notary Seal

Notary Public

K-3

**CERTIFICATE OF PAYMENT TO
SUBCONTRACTOR AND SUPPLIERS
CERTIFICATION**

PAYMENT TO SUBCONTRACTOR AND SUPPLIERS CERTIFICATE

The Contractor, prior to receiving a progress payment, shall submit to the Contracting Officer, certification that the Contractor has made and will make timely payments to this subcontractor and suppliers per his contractual arrangements with them.

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

Certification shall be made on the following standard form.

To:

***James Roberts, Contracting Officer
Office of Contracting and Procurement
2000 – 14th Street, N.W., 6th Floor
Washington, D.C. 20009***

I hereby certify:

I have made and/or will make timely payments to all my subcontractor and suppliers per my contractual arrangements with them.

Contractor/Company Name

Signature of Official

Date

Title

K-4

EQUAL OPPORTUNITY COMPLIANCE

NOTE: The note in the top-left box of “**SUBCONTRACTOR SUMMARY FORM**” stating: “The **standard for minority subcontracting is 25%....**” is **superseded** by: The revised minimum LSDBE Subcontracting Set-Aside requirements as specified in “Section-M” of this IFB document.

EQUAL EMPLOYMENT OPPORTUNITY

AFFIRMATIVE ACTION REQUIREMENTS

AFFIRMATIVE ACTION PROGRAM:

Submission by the Contractor and all subcontractor of an Affirmative Action Plan in compliance with the requirements of Mayor's Order 85-85 is a requirement of this contract. These Affirmative Action Plans must be received by James Roberts, Contracting Officer, Office of Contracting and Procurement, 2000 14th Street, N.W., 6th Floor, Washington D.C. 20009, within five (5) working days subsequent to the bid opening. Failure to comply in a timely manner may render the bid non-responsible.

MINORITY AND FEMALE UTILIZATION:

A minority utilization rate of forty-two percent (42%) for each craft and a female utilization rate of six and nine/tenths percent (6.9%) in the Contractor's and subcontractor' aggregate construction workforce is applicable to this project.

D.C. RESIDENT HIRING GOAL

In accordance with the Mayor's Order 83-265. A signed First source Employment Agreement is a requirement for all contracts of \$100,000.00 or more. Failure to sign the First Source Employment Agreement, included as a part of the bid forms, may render the bid non-responsive. The First source Employment Agreement must be submitted with the bid.

Any agreement of a contractual nature shall contain the following basic goals and objectives for utilization of BONA FIDE residents of the District of Columbia in each project's labor force:

At least fifty-one percent (51%) of all jobs created are to be performed by employees who are residents of the District of Columbia.

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

APPRENTICESHIP PROGRAM

All prime Contractors and subcontractor 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 an apprenticeship program with the District of Columbia Apprenticeship Council. (D.C. Code 3-404 1988).

APPRENTICES AND TRAINEES

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

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

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

EMPLOYMENT OF THE HANDICAPPED

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

UTILIZATION OF MINORITY BANKING INSTITUTIONS:

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

MONTHLY EMPLOYMENT UTILIZATION REPORTS:

Submission of Monthly Employment Utilization Reports (Form AARU-1 02) to the COTR is a requirement of this contract. These reports are due on the last working day of each month at the following address:

*James Roberts, Contracting Officer
Office of Contracting and Procurement
2000 – 14th Street, N. W., 6th Floor
Washington, D. C. 20009*

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

ON YOUR [bidder's] LETTER-HEAD

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

_____ *SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR PHYSICAL HANDICAP.*

_____ *AGREES TO AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR PHYSICAL HANDICAP. THE AFFIRMATIVE ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: (A) EMPLOYMENT, UPGRADING, OR TRANSFER; (B) RECRUITMENT OR RECRUITMENT ADVERTISING; (C) DEMOTION, LAYOFF, OR TERMINATION; (D) RATES OF PAY, OR OTHER FORMS OF COMPENSATION; AND (E) SELECTION FOR TRAINING AND APPRENTICESHIP.*

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

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

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

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

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

AUTHORIZED OFFICIAL AND TITLE

AUTHORIZED SIGNATURE

FIRM/ORGANIZATION NAME

DATE

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

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

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

CONTRACTOR

NAME

SIGNATURE

TITLE

CONTRACT NUMBER

DATE

EQUAL EMPLOYMENT OPPORTUNITY

EMPLOYER INFORMATION REPORT

GOVERNMENT OF THE DISTRICT OF COLUMBIA D.C. Office of Contracting and Procurement Employer Information Report (EEO)	Reply to: Office of Contracting and Procurement 441 - 4 th Street, N.W., Suite 700 South Washington, D.C. 20001
Instructions: Two (2) copies of DAS 84-404 or Federal Form EEO-1 shall be submitted to the Office of Contracting and Procurement. One copy shall be retained by the Contractor.	
Section A – TYPE OF REPORT	
1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)	
Single Establishment Employer (1) <input type="checkbox"/> Single-establishment Employer Report	Multi-establishment Employer: (2) <input type="checkbox"/> Consolidated Report (3) <input type="checkbox"/> Headquarters Report (4) <input type="checkbox"/> Individual Establishment Report (submit one for each establishment with 25 or more employees) (5) <input type="checkbox"/> Special Report
1. Total number of reports being filed by this Company. _____	
Section B – COMPANY IDENTIFICATION (To be answered by all employers)	
OFFICIAL USE ONLY	
1. Name of Company which owns or controls the establishment for which this report is filed	
a.	
Address (Number and street)	City or Town
Country	State
Zip Code	
b.	
b. Employer Identification No.	
2. Establishment for which this report is filed.	
OFFICIAL USE ONLY	
a. Name of establishment	
c.	
Address (Number and street)	City or Town
Country	State
Zip Code	
d.	
b. Employer Identification No.	
3. Parent of affiliated Company	
a. Name of parent or affiliated Company	b. Employer Identification No.
Address (Number and Street)	City or Town
Country	State
Zip Code	
Section C - ESTABLISHMENT INFORMATION	
1. Is the location of the establishment the same as that reported last year? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Did not report Last year <input type="checkbox"/> Report on combined basis	
2. Is the major business activity at this establishment the same as that reported last year? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No report last year <input type="checkbox"/> Reported on combined basis	
OFFICIAL USE ONLY	
3. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or service provided, as well as the principal business or industrial activity.)	
e.	
4. MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members). <input type="checkbox"/> Yes <input type="checkbox"/> No	

**DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT
CONTRACT COMPLIANCE UNIT
SUBCONTRACT SUMMARY FORM**

THIS SUMMARY FORM IS TO BE COMPLETED BY THE PRIME CONTRACTOR

BID NO: _____ CCB NUMBER: _____ of _____ pages

*NOTE: The standard for minority subcontracting is 25% of the TOTAL contract dollar amount to be subcontracted.	AMOUNT OF PRIME CONTRACT: \$ _____ AMOUNT OF ALL SUBCONTRACTS: \$ _____ equals _____% OF THE PRIME CONTRACT
---	--

NAME OF PRIME CONTRACTOR:	ADDRESS:
---------------------------	----------

PROJECT NAME: ADDRESS: WARD NO.: _____	PROJECT DESCRIPTIONS:
--	-----------------------

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

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

TOTAL DOLLAR AMOUNT SUBCONTRACTED TO MINORITY BUSINESS ENTERPRISES: \$ _____

PERCENT OF PRIME CONTRACT: \$ _____

*D.C. LAW 1-95, as amended, defines a MINORITY BUSINESS ENTERPRISE as a business of which more than 50% is owned by members of a minority, and of which more than 50% of the net profit or loss accrues to members of a minority.

SOLICITATION NO: _____

PROJECTED GOALS AND TIMETABLES FOR FUTURE HIRING

MINORITY GROUP EMPLOYEES GOALS AND TIMETABLES								
	MALE				FEMALE			
JOB CATEGORIES	BLACK	ASIAN	AMERICAN INDIAN	HISPANIC	BLACK	ASIAN	AMERICAN INDIAN	HISPANIC
OFFICIALS AND MANAGERS								
PROFESSIONALS								
TECHNICIANS								
SALES WORKERS								
OFFICE AND CLERICAL								
CRAFTSMANS (SKILLELD)								
OPERATIVE (SEMI-SKILLED)								
LABORERS (UNSKILLED)								
SERVICE WORKERS								
TOTALS								
NAME OF AUTHORIZED OFFICIAL:				TITLE:				
FIRM NAME:				TELEPHONE NO:				
INDICATE IF THE PRIME UTILIZES A "MINORITY FINANCIAL INSTITUTION" _____ YES _____ NO								
NAME:								
ADDRESS:								
TYPE OF ACCOUNT(S):								

DISTRICT OF COLUMBIA REGISTER

GOVERNMENT OF THE DISTRICT OF COLUMBIA

ADMINISTRATIVE ISSUANCE SYSTEM

SUBJECT: Compliance with Equal Opportunity Obligations in Contracts

ORIGINATING AGENCY: Office of the Mayor

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

1. Establishment of Policy: There is established a policy of the District of Columbia Government to:
 - (a) provide equal opportunity in employment for all persons with respect to any contract by and with the Government of the District of Columbia.
 - (b) prohibit discrimination in employment because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap;
 - (c) provide equal opportunity to all persons for participation in all District of Columbia Government contracts, including but not limited to lease agreements, Industrial Revenue Bond financing, and Urban Development Action grants;
 - (d) provide equal opportunity to minority business enterprises in the performance of District of Columbia Government contracts in accordance with Mayor's Orders, District of Columbia laws, and rules and regulations promulgated by the Minority Business Opportunity Commission; and
 - (e) promote the full realization of equal employment through affirmative, continuing programs by Contractors and subcontractor in the performance of contracts with the District of Columbia Government.
2. Delegation of Authority: The Director of the Office of Human Rights (hereinafter "Director") is delegated the authority vested in the Mayor to implement the provisions of this order as set forth herein, and any rules, regulations, guidelines, and procedures adopted pursuant thereto.
3. Responsibilities: The Director of the Office of Human Rights shall be responsible for establishing and ensuring agency compliance with the policy set forth in this Order, any rules, regulations, and procedures that may be adopted by the Office of Human Rights pursuant to this Order, and any other equal opportunity provisions as may be added as a part of any contract.

4. Powers and Duties: The Director of the Office of Human Rights shall have the following powers and duties:
- (a) to establish standards and procedures by which Contractors and subcontractor who perform under District of Columbia Government contracts shall comply with the equal opportunity provisions of their contracts; to issue all orders, rules, regulations, guidelines, and procedures the Director may deem necessary and proper for carrying out and implementing the purposes of this Order;
 - (b) to assume equal opportunity compliance jurisdiction over any matter pending before a contracting agency where the Director considers it necessary or appropriate for the achievement of the purposes of this Order, keep the contracting agency informed of all actions taken, and act through the contracting agency to the extent appropriate and practicable;
 - (c) to examine the employment practices of any District of Columbia Government Contractor or subcontractor, or initiate the examination by the appropriate contracting agency to determine whether or not the contractual provisions specified in any rules and regulations adopted pursuant to this Order have been violated, and notify the contracting agency of any action taken or recommended;
 - (d) to monitor and evaluate all District of Columbia Government agencies, including those independent agencies and commissions not required to submit the Affirmative Action Programs of their Contractors to the Office of Human Rights for approval, to ensure compliance with the equal opportunity obligations in contracts;
 - (e) to use his or her best efforts to cause any labor union engaged in work under District of Columbia Government contracts, any referral, recruiting or training agency, or any other representative of workers who are or may be engaged in work under contracts and subcontracts to cooperate in and to comply with the implementation of the purposes of this Order.
 - (f) notify, when appropriate, the concerned contracting agencies, the Office of Federal Contract Compliance Programs, the U.S. Department of Justice, or other appropriate Federal, State, and District agencies, whenever the Director has reason to believe that practices of any Contractor, labor organization, lending institution, insurance firm, or agency violate provisions of Federal, State or District laws;
 - (g) to enter, where the determinations are made by Federal, State, or District agencies, into reciprocal agreements with those agencies to receive the appropriate information;
 - (h) to hold hearings, public or private, as necessary to obtain compliance with any rules, regulations, and procedures promulgated pursuant to this Order, and to issue orders relating thereto. No order to terminate or cancel a contract, or to withhold from any Contractor further District of Columbia Government Contractors shall be issued without affording the Contractor an opportunity for a hearing. Any order to terminate or cancel a contract or to withhold from any Contractor further District of Columbia

Government contracts shall be issued in accordance with rules, and regulations pursuant to the Administrative Procedure Act, as amended and;

- (i) to grant waivers from the minimum standards for the employment of minorities and women in Affirmative Action Programs in exceptional cases, as circumstances may warrant.

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

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

6. Procedures: The procedures to be followed in implementing this Order shall be those set forth in Orders, rules, regulations, and guidelines as may be promulgated by the Office of Human Rights.

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

8. Effective Date: This Order shall become effective immediately.

Signed by Marion Barry, Jr.
Mayor

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

OFFICE OF HUMAN RIGHTS

NOTICE OF FINAL RULEMAKING

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

CHAPTER 11 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS

1100. ƒ PURPOSE

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

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

1101 SCOPE

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

1102 COVERAGE

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

- (a) Discrimination in employment on grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family

responsibilities, matriculation, political affiliation, or physical handicap by any District of Columbia Government Contractor; and

- (b) Achievement of affirmative action obligations under District of Columbia contracts.

1103 CONTRACT PROVISIONS

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

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

1103.3 The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap. The affirmative action shall include, but not be limited to the following:

- (a) Employment, upgrading, or transfer;
- (b) Recruitment or recruitment advertising;
- (c) Demotion, layoff, or termination;
- (d) Rates of pay, or other forms of compensation; and
- (e) Selection for training and apprenticeship.

1103.4 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections 1103.2 and 1103.3 concerning non-discrimination and affirmative action.

1103.5 The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection 1103.2

1103.6 The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, a notice to be provided by the Contracting Agency, advising each labor union or workers' representative of the Contractor's commitments under this chapter, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 1103.7 The Contractor agrees to permit access to all books, records, and accounts, pertaining to its employment practices, by the Director and the Contracting Agency for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractor, books, records, and accounts for such purposes.
- 1103.8 The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director, or any authorized official.
- 1103.9 The prime Contractor shall include in every subcontract the equal opportunity clauses, subsections 1103.2 through 1103.10 of this section, so that such provisions shall be binding upon each subcontractor or vendor.
- 1103.10 The prime Contractor shall take such action with respect to any subcontractor as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for non-compliance; provided, however, that in the event the prime Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the prime Contractor may request the District to enter into such litigation to protect the interest of the District.
- 1104 AFFIRMATIVE ACTION PROGRAM
- 1104.1 Each apparent low bidder for a construction contract shall complete and submit to the Contracting Agency, prior to the execution of any contract in the amount of twenty-five thousand dollars (\$25,000) or more, and each Contractor covered under subsection 1105.1, an Affirmative Action Program to ensure equal opportunity which shall include specific standards for the utilization of minorities and women in the trades, crafts and skills to be used by the Contractor in the performance of the contract.
- 1104.2 Each apparent low bidder or offeror for a non-construction contract shall complete and submit to the Contracting Agency, prior to the execution of any contract in the amount of ten thousand dollars (\$10,000.00) or more, and each Contractor covered under subsection 1105.2, an Affirmative Action Program to ensure equal opportunity which shall include specific standards for the utilization of minorities in the job categories specified in subsection 1108.4.
- 1104.3 To ensure equal opportunity each Affirmative Action Program shall include the following commitments:
- (a) With respect to construction contracts, each Contractor shall certify that it will comply with the provisions of this chapter, and submit a personnel utilization schedule for all the trades the Contractor is to utilize, indicating the actual numbers of minority and female workers that are expected to be a part of the workforce performing under the contract; and

- (b) With respect to non-construction contracts, each Contractor shall certify that it will comply with the provisions of this chapter, and shall submit a personnel utilization schedule indicating by craft and skill, the minority composition of the workforce related to the performance of the work under the contract. The schedule shall include all workers located in the facility from which the goods and services are produced and shall include the same information for other facilities which have a significant relationship to the performance of work under the contract.

1104.4 If the experience of the Contractor with any local union from which it will secure employees indicates that the union will not refer sufficient minorities or women to meet minority or female employment commitments, the Contractor shall, not less than ten (10) days prior to the employment of any person on the project subject to the jurisdiction of that local union, do the following:

- (a) Notify the District of Columbia Department of Employment Services and at least two (2) minority and two (2) female referral organizations of the Contractor's personnel needs, and request referral of minority and female workers; and
- (b) Notify any minority and female workers who have been listed with the Contractors as awaiting vacancies.

1104.5 If, within five (5) working days prior to commencement of work, the Contractor determines that the Department of Employment Services or the minority or female referral organizations are unable to refer sufficient minorities or women to meet its commitments, the Contractor may take steps to hire, by referral or otherwise, from the local union membership to fill the remaining job openings, provided that it notifies the local union of its personnel needs and of its employment commitments. Evidence of the notification shall be provided to the Contracting Agency.

1104.6 The Contractor shall have standing requests for additional referrals of minority and female workers with the local union, the Department of Employment Services, and the other referral sources, until such time as the Contractor has met its minority and female employment commitments.

1104.7 If the Contractor desires to lay off some of its employees in a given trade on a construction site, it shall ensure that the required number of minority and female employees remain on the site to meet the minority and female commitments.

1104.8 No Contractor shall refuse employment to any individual who has minimal facility to speak English except where the Contractor can demonstrate that the facility to speak English is necessary for the performance of the job.

1104.9 No union with which the Contractor has a collective bargaining agreement shall refuse to refer minority and female employees to such Contractor.

- 1104.10 To the extent that Contractors have delegated the responsibility for some of their employment practices to some other organization or agency which prevents them from meeting their equal opportunity obligations, those Contractors shall not be considered to be in compliance with this chapter.
- 1104.11 The obligations of the Contractor shall not be reduced, modified, or subject to any provision in any collective bargaining agreement with labor organization which provides that the labor organizations shall have the exclusive or primary opportunity to refer employees.
- 1104.12 When any Contractor employs a minority person or woman in order to comply with this chapter, those persons shall be advised of their right to seek union membership, the Contractor shall provide whatever assistance may be appropriate to enable that person to obtain membership, and the Contractor shall notify the appropriate union of that person's employment.
- 1104.13 The Contractor shall not discharge, refuse to employ, or otherwise adversely affect any minority person or woman because of any provision in any collective bargaining agreement, or any understanding, written or oral that the Contractor may have with any labor organization.
- 1104.14 If at any time, because of lack of cooperation or overt conduct, a labor organization impedes or interferes with the Contractor's Affirmative Action Program, the Contractor shall notify the Contracting Agency and the Director immediately, setting forth the relevant circumstances.
- 1104.15 In any proceeding involving a disagreement between a labor organization and the Contractor over the implementation of the Contractor's Affirmative Action Program, the Contracting Agency and the Office of Human Rights may become a party to the proceeding.
- 1104.16 In determining whether or not a Contractor is utilizing minorities and females pursuant to Section 1108, consideration shall be given to the following factors:
- (a) The proportion of minorities and women employed in the trades and as laborers in the construction industry within the District of Columbia;
 - (b) The proportion of minorities and women employed in the crafts or as operatives in non-construction industries within the District of Columbia;
 - (c) The number and ratio of unemployed minorities and women to total unemployment in the District of Columbia;
 - (d) The availability of qualified and qualifiable minorities and women for employment in any comparable line of work, including where they are now working and how they may be brought into the Contractor's workforce;

- (e) The effectiveness of existing training programs in the area, including the number who complete training, the length and extent of training, employer experience with trainees, and the need for additional or expanded training programs; and
- (f) The number of additional workers that could be absorbed into each trade or line of work without displacing present employees, including consideration of present employee shortages, projected growth of the trade or line of work, and projected employee turnover.

1104.17

The Contractor's commitment to specific standards for the utilization of minorities and females as required under this chapter shall include a commitment to make every good faith effort to meet those standards. If the Contractor has failed to meet the standards, a determination of "good faith" shall be based upon the Contractor's documented equal opportunity efforts to broaden its equal employment program which shall include, but may not necessarily be limited to, the following requirements:

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

- (4) Posting; and
 - (5) Reviewing the policy with minority and female employees.
- (f) The Contractor shall disseminate its EEO policy externally by doing the following:
- (1) Informing and discussing it with all recruitment sources;
 - (2) Advertising in news media, specifically including news media directed to minorities and women;
 - (3) Notifying and discussing it with all known minority and women's organizations; and
 - (4) Notifying and discussing it with all subcontractor and suppliers.

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

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

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

1104.21 The Contractor shall make good faith efforts to provide after school, summer and vacation employment to minority youths and young women.

1104.22 The Contractor shall develop on-the-job training opportunities, and participate and assist in any association or employer group training programs relevant to the Contractor's employee needs.

1104.23 The Contractor shall continually inventory and evaluate all minority and female personnel for promotion opportunities.

1104.24 The Contractor shall make sure that seniority practices, job classifications, qualifications, etc. do not have a discriminatory effect on minorities and women.

1104.25 The Contractor shall make certain that all facilities and company activities are nonsegregated.

1104.26 The Contractor shall continually monitor all personnel activities to ensure that its EEO policy is being carried out.

1104.27 The Contractor may utilize minority banking facilities as depositories for funds which may be involved, directly or indirectly, in the performance of the contract.

- 1104.28 The Contractor shall employ minority and female workers without respect to union membership in sufficient numbers to meet the minority and female employment standards, if the experience of the Contractor with any labor union from which it will secure employees does not indicate that it will refer sufficient minorities and females to meet its minority and female employment standards.
- 1104.29 The Contractor shall ensure that all of its employees as well as those of its subcontractor are made knowledgeable about the Contractor's equal opportunity policy.
- 1104.30 [Reserved]
- 1104.31 Each Contractor shall include in all bid invitations or other pre-bid communications, written or otherwise, with respect to prospective subcontractor, the standards, as applicable, which are required under this chapter.
- 1104.32 Whenever a Contractor subcontracts a portion of the work in any trade, craft or skill it shall include in the subcontract, its commitment made under this chapter, as applicable, which shall be adopted by its subcontractor who shall be bound thereby and by the regulations of this chapter to the full extent as if it were the prime Contractor.
- 1104.33 The prime Contractor shall give notice to the Director and the Contracting Agency of any refusal or failure of any subcontractor to fulfill its obligations under this chapter.
- 1104.34 Failure of compliance by any subcontractor shall be treated in the same manner as a failure by the prime Contractor.
- 1105 EXEMPTIONS
- 1105.1 Prospective construction Contractors shall be exempt from submitting Affirmative Action Programs for contracts amounting to less than twenty-five thousand dollars (\$25,000.00); provided, that when a construction Contractor accumulates contracts amounting to twenty-five thousand dollars (\$25,000.00) or more within a period of twelve (12) months that Contractor shall be required to submit an Affirmative Action Program for each contract executed thereafter.
- 1105.2 Prospective non-construction Contractors shall be exempt from submitting Affirmative Action Programs for contracts amounting to less than ten thousand dollars (\$10,000.00); provided, that when a non-construction Contractor accumulates contracts amounting to ten thousand dollars (\$10,000.00) or more during a period of twelve (12) months that Contractor shall be required to submit an Affirmative Action Program for each contract executed thereafter.
- 1106 NONRESPONSIBLE CONTRACTORS
- 1106.1 If a bidder or offeror fails either to submit a complete and satisfactory Affirmative Action Program or to submit a revised Affirmative Action Program that meets the

approval of the Director, as required pursuant to this chapter, the Director may direct the Contracting Officer to declare the bidder or offeror to be non responsible and ineligible for award of the contract.

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

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

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

1107 NOTICE OF COMPLIANCE

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

1108 MINIMUM STANDARDS FOR MINORITY AND FEMALE EMPLOYMENT

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

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

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

- 1108.4 The minimum standard for the utilization of minorities in non-construction contracts shall be twenty-five percent (25%) in each of the following nine (9) job categories:
- (a) Officials and managers;
 - (b) Professionals;
 - (c) Technicians;
 - (d) Sales workers;
 - (e) Office and clerical workers;
 - (f) Craftpersons (Skilled);
 - (g) Operative (Semi-skilled);
 - (h) Laborers (Unskilled); and
 - (i) Service workers.

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

1109 WAIVERS

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

1110 SOLICITATION OF CONTRACT

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

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

1111 PRIOR TO EXECUTION OF CONTRACT

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

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

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

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

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

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

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

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

1112 AFTER EXECUTION OF CONTRACT

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

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

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

1113 MONITORING AND EVALUATION

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

1114 AFFIRMATIVE ACTION TRAINING PROGRAM

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

- (a) To be consistent with its personnel requirements, the Contractor shall make full use of the applicable training programs, including apprenticeship, on-the-job training, and skill refinement training for journeymen. Recruitment for the program shall be designed to provide for appropriate participation by minority group members and women;
- (b) The Contractor may utilize a company-operated skill refinement training program. This program shall be formal and shall be responsive to the work to be performed under the contract;
- (c) The Contractor may utilize formal private training institutions that have as their objective training and skill refinement appropriate to the classification of the workers employed. When training is provided by a private organization the following information shall be supplied:
 - (1) The name of the organization;
 - (2) The name, address, social security number, and classification of the initial employees and any subsequent employees chosen during the course of the course of the contract; and
 - (3) The identity of the trades, and crafts or skills involved in the training.

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

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

ensure an acceptable level of participation sufficient to overcome the effects of past discrimination.

1115 COMPLIANCE REVIEW

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

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

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

1116 ENFORCEMENT

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

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

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

1117 COMPLAINTS

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

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

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

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

1118 HEARINGS

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

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

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

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

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

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

1119 SANCTIONS

1119.1 The Director, upon finding that a Contractor has failed to comply with the non-discrimination provisions of the contract required under section 1103, or has failed to make a good faith effort to achieve the utilization standards under an approved Affirmative Action Program, may impose sanctions contained in this section in addition to any sanction or remedies as may be imposed or invoked under the Human Rights Act of 1977.

1119.2 Sanctions imposed by the Director may include the following:

Order that the Contractor be declared ineligible from consideration for award of District of Columbia Government contracts or subcontracts until such time as the Director may be satisfied that the Contractor has established and will maintain equal opportunity policies in compliance with this chapter; and

Direct each Contracting Officer administering any existing contract to cancel, terminate, or suspend the contract or any portion thereof, and to deny any extension, modification, or change, unless the Contractor provides a program of future compliance satisfactory to the Director.

1119.3 Any sanction imposed under this chapter may be rescinded or modified upon reconsideration by the Director.

1119.4 An appeal of any sanction imposed by order of the Director under this chapter may be taken pursuant to applicable clauses of the affected contract or provisions of law and regulations governing District of Columbia Government contracts.

1120 NOTIFICATIONS

1120.1 The Director shall forward in writing notice of his or her findings of any violations of this chapter to the Contracting Officer for appropriate action under the contract.

1120.2 Whenever it appears that the holder of or an applicant for a permit, license or franchise issued by any agency or authority of the Government of the District of Columbia is a person determined to be in violation of this chapter the Director may, at any time he or she deems that action the Director may take or may have taken under the authority of this chapter, refer to the proper licensing agency or authority the facts and identities of all persons involved in the violation for such action as the agency or authority, in its judgment, considers appropriate based upon the facts thus disclosed to it.

1120.3 The Director may publish, or cause to be published; the names of Contractors or unions which have been determined to have complied or have failed to comply with the provisions of the rules in this chapter.

1121 DISTRICT ASSISTED PROGRAMS

1121.1 Each agency which administers a program involving leasing of District of Columbia Government owned or controlled real property, or the financing of construction under industrial revenue bonds or urban development action grants, shall require as a condition for the approval of any agreement for leasing, bond issuance, or development action grant, that the applicant undertake and agree to incorporate, or cause to be incorporated into all construction contracts relating to or assisted by such agreements, the contract provisions prescribed for District of Columbia Government contracts by section 1103, preserving in substance the Contractor's obligation under those provision.

1199 DEFINITIONS

1199.1 The following words and phrases set forth in this section, when used in this chapter, shall have the following meanings ascribed:

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

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

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

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

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

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

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

Subcontract – any agreement made or executed by a prime Contractor or a subcontractor where a material part of the supplies or services, including construction, covered by an agreement is being obtained for us in the performance of a contract

subject to Mayor's Order No. 85-85, and any rules, regulations, and procedures issued pursuant thereto.

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

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TAX CERTIFICATION AFFIDAVIT



DEPARTMENT OF FINANCE AND REVENUE
TAX CERTIFICATION AFFIDAVIT
2007

Name of Organization/Entity: _____
Address: _____
Principal Officers: _____
Business Telephone: _____
Finance and Revenue Registration No.: _____
Federal Identification No.: _____
DUNS No.: _____ Contract No.: _____
Unemployment Insurance Account No.: _____

I hereby certify that:

- 1. I have complied with the applicable tax filing and licensing requirements of the District of Columbia.
- 2. The following information is true and correct concerning tax compliance for the following taxes for the past five (5) years:

District:		Current	Not Current
Sales and Use		()	()
Employer Withholding		()	()
Hotel Occupancy		()	()
Corporation Franchise		()	()
Unincorporated Franchise		()	()
Personal Property		()	()
Arena/Public Safety Fee		()	()
Vendor Fee		()	()

- 3. If not current, as checked in Item 2, I am in compliance with a payment agreement with the Department of Finance and Revenue _____ Yes _____ No
Attach copy of the Agreement. If outstanding liabilities exist and no agreement has been made, please attach a listing of all such liabilities.

The Department of Finance and Revenue also requires:
(A) Copies of Form FR-532 (Notice of Registration) or a copy of an FR-500 (Combined Registration Form)
(B) Copies of cancelled checks for the last tax period(s) filed for each tax liability; i.e., sales and use, employer withholding, etc.

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

Signature of Person Authorized To Sign This Document Title

Print Name

Notary: DISTRICT OF COLUMBIA, AS:
Subscribed and sworn before me this ____ day of _____
Month and Year

Notary Public
My Commission Expires _____

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BID BOND

NOTE:

As required under D.C. Official Code 2-305.02(b) and Article 12 of Standard Contract Provisions for use with the District's Construction Contracts, each bidder must submit a Bid Guarantee in the amount of 5% of the total bid price with his/her bid.

GOVERNMENT OF THE DISTRICT OF COLUMBIA

BID BOND	Date Bond Executed: (Must Not be Later Than Bid Opening Date)			
PRINCIPAL (Legal Name and Address)	TYPE OF ORGANIZATION ("X")			
	<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> PARTNERSHIP	
	<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> CORPORATION	
	STATE OF INCORPORATION			
	PENAL SUM OF BOND			
SURETY(IES) (Name(s) and Address(es))	AMOUNT NOT TO EXCEED			5% OF BID
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
	BID IDENTIFICATION			
	BID OPENING DATE		INVITATION NO.	
		a)		
<p>KNOW ALL MEN BY THESE 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 the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, jointly and severally; Provided that, where the Surety(ies) 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 against any or all of us, and for all other purposes each Surety bonds 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.</p> <p>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 receipt of the same, or, no period be specified, within ninety (90) calendar days after said receipt, and shall within the period specified therefore, or, if no period be specified, within ten (10) calendar 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 and material in the prosecution of the work provided for in such Contract or, in the event of withdrawal of said bid, within the period specified, or the failure to furnish such bond within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/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 Surety (ies) being hereby waived: Provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.</p> <p>IN WITNESS WHEREOF, the Principal and Surety (ies) have executed this bid bond and have affixed their seals on the date set forth above.</p>				
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)		

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**CERTIFICATE OF INDEPENDENT
PRICE DETERMINATION**

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- A. Each signature of the Bidder is considered to be a certification by the signatory that:
- (a) 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 to calculate the prices in the Bid;
 - (b) The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and
 - (c) No attempt has been made or will 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;
- (a) 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 will not participate in any action contrary to subparagraphs A(a) through A(c) above; or
 - (b)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs A(a) through A(c) 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 subsection B (2) (i) above have not participated, and will not participate, in any action contrary to subparagraphs A (a) through A(c) above; and
 - (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs A (a) through A(c) above.
- C. If the Bidder deletes or modifies subparagraph A (b) above, the Bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

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EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT

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:

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.

The Contractor shall negotiate an Employment Agreement with the 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.

Date

Authorized Signature

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**CERTIFICATION UNDER “BUY
AMERICAN ACT”**

BUY AMERICAN CERTIFICATION

The Bidder hereby certifies that each end product, except the end products listed below, is a domestic end product, 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

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**CERTIFICATION AS TO TYPE OF
BUSINESS ORGANIZATION**

TYPE OF BUSINESS ORGANIZATION

The Bidder, by checking the applicable box, represents that

(1) It operates as:

a corporation incorporated under the laws of the State of _____
an individual,
a partnership,
a nonprofit organization, or
a joint venture; or

(2) If the Bidder is a foreign entity, it operates as:

an individual,
a joint venture, or
a corporation registered for business in _____
(Country)

