

<b>Section A: SOLICITATION, OFFER AND AWARD</b>			1. Market <b>Open Mkt &amp; Set-Aside Mkt ("b &amp; **c)</b>		Page of pages 1   344			
2. Contract Number		3. Solicitation Number <b>GAFM-2007-I-0304</b>		4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposal (RFP)		5. Date Issued <b>23-Apr-07</b>		
6a. Caption				6. Requisition/Purchase Number				
7. Issued By <b>D.C. Public Schools, Office of Contracts and Acquisitions 825 North Capitol Street, N.E., 7th Floor-Suite 7066 Washington, D.C. 20002</b>			Code		8. Address Offer To (if other than line 7)			
NOTE: In sealed bid solicitations "Offer" and Offeror" means "Bid" and "Bidder"								
<b>SOLICITATION</b>								
9. Sealed bid in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to <b>825 North Capitol Street, N.E. 7th Floor-Suite 7066, Washington, D.C. 20002</b> until <u>2:00 PM</u> local time <u>30-May-07</u> (Hour) (Date)								
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR Chapters 15 and 16 as applicable. All offers are subject to all terms and conditions contained in this solicitation.								
10. For Information Contact		A. Name <b>Denise C. Clarke</b>		B. Telephone (No Collect Calls) (Area Code) <b>202</b> (Number) <b>442-5125</b> (Ext)		C. E-mail Address <b>denise.clarke@k12.dc.us</b>		
11. Table of Contents								
(X)	Section	Description	Pages	(X)	Section	Description	Pages	
<b>PART I - GENERAL INFORMATION</b>								
	A	Solicitation, Offer and Award Form	1		J.4	First Source Employment Agreement	149	
	B	Bid Form	7		J.4A	Employment Agreement	161	
	C	Description/Work Statement	15		J.5	Compliance with DC Apprenticeship	165	
	D	Packaging and Marking	29		J.6	Standard Contract Provisions for Construction	169	
	E	Inspection and Acceptance	31		J.7	Compliance with Equal Opportunity Obligations	223	
	F	Deliveries or Performance	33		J.7A	Equal Opportunity Compliance	247	
	G	Contract Administration Data	39		J.8	Bidder Responsibility/Qualifications	259	
	H	Special Contract Requirements	45		J.9	Bidder's Bid Submission Checklist	271	
<b>PART II - CONTRACT CLAUSES</b>								
	I	Applicability of Standard Contract Provisions	85		J.10	Subcontractor Approval Forms	275	
<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>								
	J	List of Attachments	95		J.11	Form of Summary Agreement	281	
					J.12	Tax Certification Affidavit	287	
					J.12A	Form FR-500 Combined Business Tax Registration Application	291	
<b>PART IV - REPRESENTATIONS AND CERTIFICATIONS AND INSTRUCTIONS</b>								
	J.1	Construction Task Catalog	115		K	Representations, Certifications and Other Statements of Bidders	97	
	J.2	Technical Specifications	117		L	Instructions, Conditions and Notices to Bidders	99	
	J.3	Required Labor Contract Provisions and Wage Decisions	119		M	Evaluation Preferences	109	
<b>OFFER</b>								
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>180</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.								
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %		
		___ Calendar days %						
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			Amendment Number		Date		Amendment Number	
15A. Name and Address of Offeror		Code		Facility		16. Name and Title of Person Authorized to Sign Offer/Contract		
15B. Telephone		15 C. Check if remittance address is different from above - enter address in Section B-Bid Form.		17. Signature		18. Offer Date		
(Area Code) (Number) (Ext)								
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>								
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation			
22. Award - DC OCP Form 201 not required Negotiated Agreement - DC OCP Form 201 must be executed			23. Submit Invoices to Address Shown In Clause G.8 <b>(3 copies unless otherwise specified)</b>		Item			
24. Administered By (if other than Item 7) Code			25. Reserved for future use					
26. Name of Contracting Officer (Type or Print) Denise C. Clarke			27. Government of the District of Columbia (Signature of Contracting Officer)			28. Award Date		
<b>*b- Set-Aside SBE Category Construction (General Construction, etc.)- size 21million</b>								
<b>**c- Set-Aside SBE Category Construction, Specialty Trades- size 13 million</b>								
DISTRICT OF COLUMBIA PUBLIC SCHOOLS (DCPS) - OFFICE OF CONTRACTS AND ACQUISITIONS								



*AFFIX BID DOCUMENT CD-ROM HERE*



TABLE OF CONTENTS

PART I. GENERAL INFORMATION

A. Solicitation, Offer and Award Form & Table of Contents ..... 1

B. Bid Form..... 7

C. Description/Work Statement..... 15

D. Packaging and Marking ..... 29

E. Inspection and Acceptance ..... 31

F. Deliveries or Performance ..... 33

G. Contract Administration Data..... 39

H. Special Contract Requirements..... 45

PART II. CONTRACT CLAUSES

I. Applicability of Standard Contract Provisions ..... 85

PART III LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J. List of Attachments-Table of Contents ..... 95

PART IV REPRESENTATIONS, CERTIFICATIONS AND INSTRUCTIONS

K. Representations, Certifications and Other Statements of Bidders-  
Table of Contents ..... 97

L. Instructions, Conditions and Notices to Bidders ..... 99

M. Evaluation Preferences..... 109

Attachments

J. List of Attachments-Detailed Attachments..... 113

J.1 Construction Task Catalog® ..... 115



Solicitation, Offer and Award Form & Table of Contents

---

J.2	Technical Specifications .....	117
J.3	Required Labor Contract Provisions and Wage Decisions ...	119
J.4	First Source Employment Agreement .....	149
J.4A	Employment Agreement .....	161
J.5	Compliance with District of Columbia Apprenticeship Program Obligations .....	165
J.6	Standard Contract Provisions For Construction.....	169
J.7	Compliance with Equal Opportunity Obligations .....	223
J.7A	Equal Opportunity Compliance .....	247
J.8	Bidder Responsibility/Qualifications.....	259
J.9	Bidder’s Bid Submission Checklist .....	271
J.10	Subcontractor Approval Forms .....	275
J.11	Form of Summary Agreement .....	281
J.12	Tax Certification Affidavit .....	287
J.12A	Form FR-500 Combined Business Tax Registration Application .....	291

Representations, Certifications and Other Statements of Bidders

---

K.	Representations, Certifications and Other Statements of Bidders- Detailed Forms.....	303
K.1	Certification of Eligibility .....	305
K.2	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction .....	309
K.3	Payment to Subcontractors and Suppliers Certification .....	313
K.4	Certification of Independent Price Determination .....	317
K.5	Certification Under “Buy American Act” .....	321
K.6	Certification as to Type of Business Organization .....	325
K.7	Metropolitan Washington Council of Government Rider Clause .....	329



Solicitation, Offer and Award Form & Table of Contents

---

K.8 Certification Regarding the Walsh-Healy Act ..... 333

K.9 Certification of Environmentally Preferable Products ..... 337

K.10 Certification Regarding Drug-Free Work Place ..... 341



This Page Intentionally Left Blank



PART I

SECTION B: BID FORM

Contract Identifier \_\_\_\_\_

From: \_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip code

\_\_\_\_\_  
Telephone Number

- B.1 The undersigned, having familiarized (him/herself) (themselves) with the local conditions affecting the cost of the Work, and with the Contract Documents, amendments, supplements and addenda thereto, if any, and any other associated forms or documents thereto, hereby proposes to perform everything required to be performed and to provide and furnish all of the labor, materials, tools, equipment (expendable and otherwise), insurance and bonds, licenses and, permits; and to perform and complete, in a workmanlike manner and within the specified time, all Work required, in accordance with the Contract Documents and DCPS' Unit Prices and terms as adjusted and hereinafter set forth.
  
- B.2 The undersigned acknowledges the following principles that shall govern the bidding procedure and award determination:
  - a. DCPS, in determining award of the Contract(s), will consider all information available to determine responsiveness and responsibility in conjunction with the Award Criteria Figure provided on the Bid Form (see Section B, Page 14).
  - b. DCPS reserves the right to revise all arithmetic errors in calculations for correctness. In the event an error is made calculating/totaling the Award Criteria Figure on the Bid Form, any award determination will consider the amount correctly extended by DCPS.
  - c. Bidders are required to bid on all items requested on the Bid Form. Failure to provide all information requested shall render the bidder non-responsive.
  - d. All prices and information required on the Bid Form must be typewritten or written legibly in ink.
  - e. Any stipulations made as to the bid shall subject the bid to rejection. Alternate Bids will not be considered.
  
- B.3 The undersigned, hereby declares that no person or persons or company other than the firm listed below or as otherwise indicated has any interest whatsoever in this bid or the Contract that may be entered into as a result of the bid and that in all respects the bid is legal and firm, submitted in good faith without collusion or fraud.



- B.4 The bidder further proposes and agrees to commence Work under the Contract within three (3) business days from the receipt of Notice to Proceed applicable to each Job Order, and shall complete all Work thereunder within the time frames stipulated in each Job Order.
- B.5 The undersigned declares that the person or persons signing this bid is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all terms of the Contract Documents.
- B.6 It is agreed that the undersigned has complied or will comply with all requirements of District of Columbia and Federal laws, and that no legal requirement has been or will be violated in making or accepting this bid, in awarding the Contract to bidder and/or in the prosecution by bidder of the Work required.
- B.7 In submitting this bid, the undersigned understands that DCPS reserves the right to reject any or all Bids, to waive minor informalities in any bid, to award the Contract(s) in the best interest of DCPS, and to modify the conditions and Contract Documents by mutual agreement with the successful bidder up to the time DCPS executes the Contract. If written notice of acceptance of this bid is mailed, faxed, telegraphed, or delivered to the undersigned within one hundred and eighty (180) consecutive calendar days after the opening thereof, the undersigned agrees to execute and deliver a Contract in the prescribed form and furnish the required insurances and bonds within ten (10) business days of Notice of Intent Award.
- B.8 The undersigned acknowledges receipt and inclusion as a part of the Contract Documents all the Addenda. Acknowledgement should be accomplished by completion of Section A: Item 14 (See Cover Page).

FAILURE TO ACKNOWLEDGE ANY ADDENDUM MAY RESULT IN YOUR BID BEING DECLARED "NON-RESPONSIVE".



Schedule of Prices:

B.9 The undersigned agrees to perform all Work required and necessary for, or incidental to, completing the Work specified in each individual Job Order issued under this Job Order Contract using the Construction Task Catalog® (CTC) and in accordance with the Technical Specifications. The price to be paid to the Contractor will be the sum of the Unit Prices contained in the Construction Task Catalog® for the appropriate construction tasks multiplied by appropriate quantities multiplied by the applicable Adjustment Factors specified below:

The bidder shall provide four Adjustment Factors that shall apply to performing Work during Normal Working Hours:

A. **Normal Working Hours, Construction Type: Building wage rates, and Job Orders ≤ \$100,000 Adjustment Factor:** The undersigned shall perform any and all functions called for in the Contract Documents and the individual Project Detailed Scope of Work, during Normal Working Hours (7:00 AM to 5:00 PM Monday-Friday and Non-Holidays) for those Projects where the U.S. Department of Labor Issued Construction Type: Building wage rates apply and the Job Order Amount is ≤ \$100,000, for the Unit Prices specified in the Construction Task Catalog® (CTC) multiplied by the quantities necessary to complete the Detailed Scope of Work multiplied by the Adjustment Factor below.

	.				
--	---	--	--	--	--

(Specify to four (4) decimal places)

B. **Normal Working Hours, Service Contract wage rates, and Job Orders ≤ \$100,000 Adjustment Factor:** The undersigned shall perform any and all functions called for in the Contract Documents and the individual Project Detailed Scope of Work, during Normal Working Hours (7:00 AM to 5:00 PM Monday-Friday and Non-Holidays) for those Projects where the U.S. Department of Labor Issued Service Contract wage rates apply and the Job Order Amount is ≤ \$100,000, for the Unit Prices specified in the Construction Task Catalog® (CTC) multiplied by the quantities necessary to complete the Detailed Scope of Work multiplied by the Adjustment Factor below.

	.				
--	---	--	--	--	--

(Specify to four (4) decimal places)

C. **Normal Working Hours, Construction Type: Building wage rates, and Job Orders > \$100,000 Adjustment Factor:** The undersigned shall perform any and all functions called for in the Contract Documents and the individual Project Detailed Scope of Work, during Normal Working Hours (7:00 AM to 5:00 PM Monday-Friday and Non-Holidays) for those Projects where the U.S. Department of Labor Issued Construction Type: Building wage rates apply and the Job Order Amount is > \$100,000, for the Unit Prices specified in the Construction Task Catalog® (CTC) multiplied by the quantities necessary to complete the Detailed Scope of Work multiplied by the Adjustment Factor below.

	.				
--	---	--	--	--	--

(Specify to four (4) decimal places)



- D. **Normal Working Hours, Service Contract wage rates, and Job Orders > \$100,000 Adjustment Factor:** The undersigned shall perform any and all functions called for in the Contract Documents and the individual Project Detailed Scope of Work, during Normal Working Hours (7:00 AM to 5:00 PM Monday-Friday and Non-Holidays) for those Projects where the U.S. Department of Labor Issued Service Contract wage rates apply and the Job Order Amount is > \$100,000, for the Unit Prices specified in the Construction Task Catalog<sup>®</sup> (CTC) multiplied by the quantities necessary to complete the Detailed Scope of Work multiplied by the Adjustment Factor below.

		.				
--	--	---	--	--	--	--

(Specify to four (4) decimal places)

The bidder shall provide four Adjustment Factors that shall apply to performing Work during Other Than Normal Working Hours:

- E. **Other Than Normal Working Hours, Construction Type: Building wage rates, and Job Orders ≤ \$100,000 Adjustment Factor:** The undersigned shall perform any and all functions called for in the Contract Documents and the individual Project Detailed Scope of Work, during Other Than Normal Working Hours (5:01 PM to 6:59 AM Monday-Friday, any time Saturday, and Sunday, and Holidays) for those Projects the U.S. Department of Labor Issued Construction Type: Building wage rates apply and the Job Order Amount is ≤ \$100,000, for the Unit Prices specified in the Construction Task Catalog<sup>®</sup> (CTC) multiplied by the quantities necessary to complete the Detailed Scope of Work multiplied by the Adjustment Factor below.

		.				
--	--	---	--	--	--	--

(Specify to four (4) decimal places)

- F. **Other Than Normal Working Hours, Service Contract wage rates, and Job Orders ≤ \$100,000 Adjustment Factor:** The undersigned shall perform any and all functions called for in the Contract Documents and the individual Project Detailed Scope of Work, during Other Than Normal Working Hours (5:01 PM to 6:59 AM Monday-Friday, any time Saturday, and Sunday, and Holidays) for those Projects where the U.S. Department of Labor Issued Service Contract wage rates apply and the Job Order Amount is ≤ \$100,000, for the Unit Prices specified in the Construction Task Catalog<sup>®</sup> (CTC) multiplied by the quantities necessary to complete the Detailed Scope of Work multiplied by the Adjustment Factor below.

		.				
--	--	---	--	--	--	--

(Specify to four (4) decimal places)



G. **Other Than Normal Working Hours, Construction Type: Building wage rates, and Job Orders > \$100,000 Adjustment Factor:** The undersigned shall perform any and all functions called for in the Contract Documents and the individual Project Detailed Scope of Work, during Other Than Normal Working Hours (5:01 PM to 6:59 AM Monday-Friday, any time Saturday, and Sunday, and Holidays) for those Projects the U.S. Department of Labor Issued Construction Type: Building wage rates apply and the Job Order Amount is > \$100,000, for the Unit Prices specified in the Construction Task Catalog® (CTC) multiplied by the quantities necessary to complete the Detailed Scope of Work multiplied by the Adjustment Factor below.

	.				
--	---	--	--	--	--

(Specify to four (4) decimal places)

H. **Other Than Normal Working Hours, Service Contract wage rates, and Job Orders > \$100,000 Adjustment Factor:** The undersigned shall perform any and all functions called for in the Contract Documents and the individual Project Detailed Scope of Work, during Other Than Normal Working Hours (5:01 PM to 6:59 AM Monday-Friday, any time Saturday, and Sunday, and Holidays) for those Projects where the U.S. Department of Labor Issued Service Contract wage rates apply and the Job Order Amount is > \$100,000, for the Unit Prices specified in the Construction Task Catalog® (CTC) multiplied by the quantities necessary to complete the Detailed Scope of Work multiplied by the Adjustment Factor below.

	.				
--	---	--	--	--	--

(Specify to four (4) decimal places)

*EXAMPLE: Write the Adjustment Factor to four decimal places as the following example illustrates.*

1	.	1	9	9	8
---	---	---	---	---	---

or

0	.	9	9	9	9
---	---	---	---	---	---

NOTICE - The attention of Bidders is particularly called to the fact that, unless the bid is made in strict conformity with the directions given, it will be considered informal and may be rejected. In addition, if the components in the Schedule of Prices above are determined by DCPS to be materially unbalanced, the bid may be rejected.



B.10. Award Criteria Figure: The following formula has been developed for the sole purpose of evaluating the bidder's bid. Each bidder must complete the following Award Criteria Figure Formula.

Award Criteria Figure Formula

- Line 1. Normal Working Hours/Construction Type: Building wage rates/ $\leq$  \$100,000 Adjustment Factor (B.9A above). \_\_\_\_\_ (1)
- Line 2. Multiply Line 1 by .16 \_\_\_\_\_ (2)
- Line 3. Normal Working Hours/Service Contract wage rates/ $\leq$  \$100,000 Adjustment Factor (B.9B above). \_\_\_\_\_ (3)
- Line 4. Multiply Line 3 by .04 \_\_\_\_\_ (4)
- Line 5. Normal Working Hours/Construction Type: Building wage rates/ $>$  \$100,000 Adjustment Factor (B.9C above). \_\_\_\_\_ (5)
- Line 6. Multiply Line 5 by .24 \_\_\_\_\_ (6)
- Line 7. Normal Working Hours/Service Contract wage rates/ $>$  \$100,000 Hours Adjustment Factor (B.9D above). \_\_\_\_\_ (7)
- Line 8. Multiply Line 7 by .06 \_\_\_\_\_ (8)
- Line 9. Other Than Normal Working Hours/Construction Type: Building wage rates/ $\leq$  \$100,000 Adjustment Factor (B.9E above). \_\_\_\_\_ (9)
- Line 10. Multiply Line 9 by .16 \_\_\_\_\_ (10)
- Line 11. Other Than Normal Working Hours/Service Contract wage rates/ $\leq$  \$100,000 Adjustment Factor (B.9F above). \_\_\_\_\_ (11)
- Line 12. Multiply Line 11 by .04 \_\_\_\_\_ (12)
- Line 13. Other Than Normal Working Hours/Construction Type: Building wage rates/ $>$  \$100,000 Adjustment Factor (B.9G above). \_\_\_\_\_ (13)
- Line 14. Multiply Line 13 by .24 \_\_\_\_\_ (14)
- Line 15. Other Than Normal Working Hours/Service Contract wage rates/ $>$  \$100,000 Hours Adjustment Factor (B.9H above). \_\_\_\_\_ (15)
- Line 16. Multiply Line 15 by .06 \_\_\_\_\_ (16)
- Line 17. Add lines 2, 4, 6, 8,10,12,14 and 16 above. \_\_\_\_\_ (17)



Line 18: Award Criteria Figure-Subtotal

	.				
--	---	--	--	--	--

(Transfer from line 17 above and specify to four (4) decimal places)

LSDBE Preferences (percentage reductions in bid/price, defined as Award Criteria Figure-Subtotal)

Line 19:Local Business Enterprise (LBE) preference. Maximum 2% (written as .02) reduction in Award Criteria Figure Subtotal)

.		
---	--	--

Line 20 Small Business Enterprise (SBE) preference. Maximum 3% (written as .03) reduction in Award Criteria Figure Subtotal)

.		
---	--	--

Line 21:Disadvantaged Business Enterprise (DBE) preference. Maximum 2% (written as .02) reduction in Award Criteria Figure-Subtotal)

.		
---	--	--

Line 22:Resident-Owned Business (RBO) preference. Maximum 3% (written as .03) reduction in Award Criteria-Figure Subtotal)

.		
---	--	--

Line 23:Longtime Resident Business (LRB) preference. Maximum 10% (written as .10) reduction in Award Criteria Figure-Subtotal)

.		
---	--	--

Line 24:Local Business Located in an Enterprise Zone(DZE) preference. Maximum 2% (written as .02) reduction in Award Criteria Figure-Subtotal)

.		
---	--	--

Line 25:Total of LSDBE preferences. There is a maximum of 12% reduction in bid/price allowable from LSDBE preferences. Therefore, insert immediately below the sum of lines 19-24 above or 12% (written as .12), whichever is less.

.		
---	--	--



Line 26: Award Criteria Figure-Subtotal reduction resulting from LSDBE preferences:

		.				
--	--	---	--	--	--	--

(Multiply line 18 x line 25 and specify to four (4) decimal places)

Line 27: (Award Criteria Figure)

		.				
--	--	---	--	--	--	--

(Subtract line 26 from line 18 and specify to four (4) decimal places)

Notes: Specify lines 1 through 18, and lines 26 through 27 to (4) decimal places. Use conventional rounding methodology (i.e. if the number in the 5<sup>th</sup> decimal place is 0-4, the number in the 4<sup>th</sup> decimal remains unchanged; if the number in the 5<sup>th</sup> decimal place is 5-9, the number in the 4<sup>th</sup> decimal is rounded upward).

The weights in lines 2, 4, 6, 8, 10, 12, 14 and 16 above are for the purpose of calculating an Award Criteria Figure-Subtotal only. No assurances are made by DCPS as to the percentage of Work that will be ordered under the Contract During Normal Working Hours, During Other Than Normal Working Hours, where Construction Type: Building wage rates apply, where Service Contract wage rates apply, on Job Orders ≤ \$100,000 or on Job Orders > \$100,000.

B.11. Bidder shall make no alterations, changes, or exclusions to the Bid Form or its phraseology. Bids may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate Bids, or irregularities of any kind. All blank spaces shall be completed.

B.12.

Name of person authorized to bind the Firm: \_\_\_\_\_

Title: \_\_\_\_\_

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



## SECTION C: DESCRIPTION/WORK STATEMENT

### C.1 BACKGROUND/OVERVIEW

- A. The following information is provided to aid Bidders in understanding the context for the District of Columbia Public Schools' ("DCPS") objectives and the services requested under this IFB.
- B. DCPS is one of the larger public school districts in the country educating approximately 60,000 students and operating and maintaining approximately 144 school sites, administration buildings and various other support related facilities located throughout the District of Columbia. The DCPS inventory of school facilities includes many schools that are aging, with over 1/3 of the schools constructed more than 65 years ago. Some of the DCPS school buildings have a significant amount of deferred maintenance and renovation work that needs to be accomplished in a rapid manner. It is the intent of DCPS to utilize the Job Order Contracts awarded under this solicitation to procure and execute this work.
- C. The types of Projects planned to be accomplished by these contracts include but are not limited to the following:

General Construction Contract: Roof replacement and repairs, window replacement, Americans with Disabilities Act (ADA) compliance modifications and alterations, painting, door and hardware replacement, flooring replacement, miscellaneous sitework.

Mechanical Contract: general HVAC replacement and repairs, cooling plant replacement and repairs, boiler replacement and repairs, terminal unit replacement, plumbing fixture replacement.

Electrical Contract: service upgrades, interior lighting replacement and repairs, exterior security lighting and repairs, other miscellaneous electrical upgrades and repairs.

### C.2 STATEMENT OF PURPOSE

- A. The DCPS Office of Contracts and Acquisitions ("OCA"), on behalf of the Office of Facilities Maintenance ("OFM"), is seeking the services of qualified and interested contractors to provide Job Order Contracting ("JOC") construction services to enable DCPS to expedite procurement of a large number of small to medium sized construction projects under the umbrella of a single, competitively awarded construction contract. Resulting from this solicitation, DCPS anticipates awarding eighteen (18) construction contracts. The JOC contract structure eliminates DCPS' need to complete the typical design-bid-construct cycle for each and every project. Consequently, the time, money and man-hours necessary to procure a project under the JOC contracting system for DCPS should be significantly reduced. In addition to expedited procurement, DCPS expects two very beneficial byproducts of JOC system: 1) a reduction in overall construction costs; and, 2) an increase in the quality of construction. DCPS intends to utilize the JOC contracts for a very significant portion of DCPS' overall maintenance, repairs and minor new construction associated with the execution of its Facilities Master Plan.



C.3 CONTRACTS IDENTIFIED IN THIS SOLICITATION

A. Contract opportunities identified in this solicitation are listed in Contract Table 1 below:

Contract Table 1

Contract Identifier	Primary Geographic Coverage Area	Secondary Geographic Coverage Area	Contract Type	Minimum Contract Value	Maximum Contract Term Value	Maximum Contract Total Value	Market	Payment & Performance Bonding (Each)
GC-01	OFM Planning Area A & G	District-Wide	GC	\$25,000	\$1,500,000	\$7,500,000	LSDBE Set-Aside	\$750,000
Mech-01	OFM Planning Area A & G	District-Wide	Mechanical	\$25,000	\$3,500,000	\$17,500,000	LSDBE Set-Aside	\$1,750,000
GC-02	OFM Planning Area B & D	District-Wide	GC	\$25,000	\$2,000,000	\$10,000,000	LSDBE Set-Aside	\$1,000,000
Mech-02	OFM Planning Area B & D	District-Wide	Mechanical	\$25,000	\$2,500,000	\$12,500,000	LSDBE Set-Aside	\$1,250,000
GC-03	OFM Planning Area C & F	District-Wide	GC	\$25,000	\$4,000,000	\$20,000,000	LSDBE Set-Aside	\$2,000,000
Mech-03	OFM Planning Area C & F	District-Wide	Mechanical	\$25,000	\$1,500,000	\$7,500,000	LSDBE Set-Aside	\$750,000
GC-04	OFM Planning Area E & H	District-Wide	GC	\$25,000	\$2,500,000	\$12,500,000	LSDBE Set-Aside	\$1,250,000
Mech-04	OFM Planning Area E & H	District-Wide	Mechanical	\$25,000	\$3,000,000	\$15,000,000	LSDBE Set-Aside	\$1,500,000
Elec-01	District-Wide	N/A	Electrical	\$25,000	\$1,500,000	\$7,500,000	LSDBE Set-Aside	\$750,000
Elec-02	District-Wide	N/A	Electrical	\$25,000	\$1,500,000	\$7,500,000	Open Market	\$750,000
GC-05	OFM Planning Area A & G	District-Wide	GC	\$25,000	\$1,500,000	\$7,500,000	Open Market	\$750,000
Mech-05	OFM Planning Area A & G	District-Wide	Mechanical	\$25,000	\$3,500,000	\$17,500,000	Open Market	\$1,750,000
GC-06	OFM Planning Area B & D	District-Wide	GC	\$25,000	\$2,000,000	\$10,000,000	Open Market	\$1,000,000
Mech-06	OFM Planning Area B & D	District-Wide	Mechanical	\$25,000	\$2,500,000	\$12,500,000	Open Market	\$1,250,000
GC-07	OFM Planning Area C & F	District-Wide	GC	\$25,000	\$4,000,000	\$20,000,000	Open Market	\$2,000,000
Mech-07	OFM Planning Area C & F	District-Wide	Mechanical	\$25,000	\$1,500,000	\$7,500,000	Open Market	\$750,000
GC-08	OFM Planning Area E & H	District-Wide	GC	\$25,000	\$2,500,000	\$12,500,000	Open Market	\$1,250,000
Mech-08	OFM Planning Area E & H	District-Wide	Mechanical	\$25,000	\$3,000,000	\$15,000,000	Open Market	\$1,500,000
Total					\$44,000,000	\$220,000,000		





Secondary Geographic Contract Area is not a requirement of the Contract and the Contractor may decline to perform said Work.

### C.5 LSDBE SET-ASIDE CONTRACTS

- A. This Invitation for Bid contains nine (9) contracts that are designated (set-aside) only for Bidders with a current and valid certificate of registration or provisional certificate of registration issued by the Department of Small and Local Business Development indicating the bidder is a Small Business Enterprise (SBE) under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005. Those contracts set-aside for SBEs only, and the applicable SBE Procurement Categories, are designated as such in Contract Table 2 below:
- B. See SECTION M: EVALUATION PREFERENCES for complete definition of eligibility as a Small Business Enterprise (SBE).

Contract Table 2

Contract Identifier	Primary Geographic Coverage Area	Secondary Geographic Coverage Area	Contract Type	Maximum Contract Term Value	Maximum Contract Total Value	Market	SBE Procurement Category	Payment & Performance Bonding (Each)
GC-01	OFM Planning Area A & G	District-Wide	GC	\$1,500,000	\$7,500,000	LSDBE Set-Aside	Building (General Construction)	\$750,000
Mech-01	OFM Planning Area A & G	District-Wide	Mechanical	\$3,500,000	\$17,500,000	LSDBE Set-Aside	Specialty Trades	\$1,750,000
GC-02	OFM Planning Area B & D	District-Wide	GC	\$2,000,000	\$10,000,000	LSDBE Set-Aside	Building (General Construction)	\$1,000,000
Mech-02	OFM Planning Area B & D	District-Wide	Mechanical	\$2,500,000	\$12,500,000	LSDBE Set-Aside	Specialty Trades	\$1,250,000
GC-03	OFM Planning Area C & F	District-Wide	GC	\$4,000,000	\$20,000,000	LSDBE Set-Aside	Building (General Construction)	\$2,000,000
Mech-03	OFM Planning Area C & F	District-Wide	Mechanical	\$1,500,000	\$7,500,000	LSDBE Set-Aside	Specialty Trades	\$750,000
GC-04	OFM Planning Area E & H	District	GC	\$2,500,000	\$12,500,000	LSDBE Set-Aside	Building (General Construction)	\$1,250,000
Mech-04	OFM Planning Area E & H	District	Mechanical	\$3,000,000	\$15,000,000	LSDBE Set-Aside	Specialty Trades	\$1,500,000
Elec-01	District-Wide	N/A	Electrical	\$1,500,000	\$7,500,000	LSDBE Set-Aside	Specialty Trades	\$750,000

### C.6 DEFINITIONS

- A. *Addendum or Addenda*: the additional Contract provisions issued in writing by DCPS prior to the receipt of bids. The terms *Addendum* or *Addenda* may be used interchangeably with the term *Amendment or Amendments*.
- B. *Adjustment Factor(s)*: the Contractor's competitively bid price adjustment(s) to the Unit Prices as published in the Construction Task Catalog<sup>®</sup>.



- C. *Agreement*: the DCPS-Contractor Agreement, which is a document forming part of the Contract.
- D. *Award Criteria Figure*: the bid or price calculated and provided on the Bid Form.
- E. *Base Contract Term*: one (1) year from the date of Contract execution or when the Maximum Contract Term Value has been ordered, whichever occurs first.
- F. *Construction Task Catalog*<sup>®</sup>: the listing of specific construction related tasks together with a specific unit of measurement and a Unit Price, constituting Attachment J.1 of the Contract Documents. The tasks within the Construction Task Catalog<sup>®</sup> are organized and numbered in the Construction Specification Institute's (CSI) master format (divisions 1 through 16, per CSI guidelines).
- G. *Contract or Contract Documents*: each of the various parts of the Contract referred to in SECTION C.9 hereof, both as a whole and severally. The term "*Contract*" or "*Contract Documents*" may be used interchangeably with the terms *Bid Documents*, *Invitation for Bid (IFB) Documents*, *Agreement* or *Specifications*.
- H. *Contractor*: the party identified as such in the DCPS-Contractor Agreement, whether corporation, firm or individual, or any combination thereof, and its, their, his or her successors, personal representatives, executors, administrators and assigns. Anytime the term Contractor is used it means the Contractor or the Contractor's authorized representative.
- I. *Contract Term*: shall mean either the *Base Contract Term* or an *Optional Contract Term*.
- J. *CSI*: shall mean Construction Specifications Institute.
- K. *District*: the District of Columbia, a municipal corporation or the District's authorized representative. The term *Owner* or *DCPS* may be used interchangeably with *District*.
- L. *Day*: calendar day unless explicitly stated as otherwise.
- M. *DCPS*: the District of Columbia Public Schools or the DCPS authorized representative. The term "*Owner*" or *District* may be used interchangeably with *DCPS*.
- N. *Detailed Scope of Work*: A document setting forth the Work the Contractor is obligated to complete for a particular Job Order.
- O. *Economic Price Adjustment*: the financial adjustment provided to the Contractor on each annual anniversary date of Contract execution to escalate or de-escalate his/her *Adjustment Factors* to compensate for building construction price inflation or deflation that occurred in the marketplace for the prior twelve (12) month period.
- P. *Final Completion*: the last date on which all of the following events have occurred: DCPS has determined that one hundred percent (100%) of the Work has been completed in accordance with the Contract Documents including satisfactory testing of all systems and equipment, Work has been accepted by DCPS, delivery of all warranties, guarantees, O&M manuals, and certificates of occupancy (if any), final inspections have been completed and all contractual requirements for final payment have been met.
- Q. *Holidays*: New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Presidents' Day, District of Columbia Emancipation Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, Christmas Day and any other day officially recognized by DCPS as a non-working day for DCPS staff.



- R. *Incidental Design: includes* abbreviated drawings, sketches, calculations, shop drawings, modified or supplemental Technical Specifications and as-built drawings.
- S. *Indefinite-Quantity Contract:* Pursuant to DCMR 27-2416 each contract identified in this solicitation is an indefinite quantity contract wherein DCPS can not predetermine, above a specified minimum (Minimum Contract Value), the quantity of construction services that will be required in any Contract Term. Therefore it is mutually understood by both parties to the Contract that DCPS has not made any financial commitments to the Contractor beyond the Minimum Contract Value and that the Contractor is limited to providing construction services in an aggregate amount that does not exceed the Maximum Contract Total Value.
- T. *Install, Deliver, Furnish, Supply, Provide and Other Such Words:* such words mean the Work in question shall be put in place by the Contractor ready for use unless expressly provided to the contrary.
- U. *Job Order:* the written obligation document under a Job Order Contract. For the purposes of the Contract, a DCPS *Purchase Order* is described as a *Job Order*. Each individual Project to be accomplished under this Contract will be through the issuance of a Job Order. Each Job Order will reference a Detailed Scope of Work and state a firm-fixed-price (Job Order Amount), time duration for the completion of the Work (Job Order Completion Time), and any special conditions that might apply to that specific Job Order, such as Liquidated Damages. A *Job Order* and the Notice to Proceed on that specific Project shall be combined into a single document.
- V. *Job Order Amount:* the firm-fixed-price, lump sum amount indicated on each specific Job Order that DCPS is obligated to pay the Contractor upon completion of the Detailed Scope of Work in conformity with all terms of the Contract Documents.
- W. *Job Order Completion Time:* the period of time allotted for the Contractor to achieve *Final Completion* of a Job Order.
- X. *Job Order Contract:* a competitively bid, firm-fixed-price, indefinite quantity Contract for accomplishing construction and construction related services. Work is accomplished through the issuance of individual Job Orders against the Contract. Each Job Order issued under a JOC will be a firm-fixed-priced order for accomplishing all Work described in a Detailed Scope of Work.
- Y. *Joint Scope Meeting:* a Site meeting to discuss the Work with the Contractor before the Detailed Scope of Work is finalized.
- Z. *LSDBE:* a Local Small and Disadvantaged Business Enterprise as defined by the applicable District of Columbia Code and/or law. The term *SLDBE* may be used interchangeably.
- AA. *Maximum Contract Term Value:* the maximum value of Job Orders that may be issued to the Contractor during any Term (Base Term or Optional Contact Term) of the Contract. See the Contract Table 1, in SECTION C.3 herein, for the Maximum Contract Term Value applicable to each Contract.
- BB. *Maximum Contract Total Value:* The total combined value of all Job Orders that may be issued to the Contractor during all Terms (Base Term and any Optional Contact Terms) of the Contract. See the Contract Table 1, in SECTION C.3 herein, for the Maximum Contract Term Value applicable to each Contract.
- CC. *Minimum Contract Value:* The minimum value of Job Orders that the Contractor is guaranteed to receive under the Contract. It has been established at \$25,000.



- DD. *Non Pre-priced Task*: a task not included in the Construction Task Catalog<sup>®</sup> but within the general scope and intent of the Contract.
- EE. *Normal Working Hours*: the hours of 7:00 am to 5:00 pm Monday to Friday, except Holidays.
- FF. *Notice To Proceed Date*: the date contained on the Job Order which designates when the Contractor is authorized to begin prosecution of the Work.
- GG. *Notice of Intent to Award*: DCPS may issue a Notice of Intent to Award to a prospective contractor(s) for each contract identified in this solicitation. The Notice of Intent to Award shall: (1) identify the IFB; (2) identify the prospective contractor; (3) identify the award price; (4) notification concerning bonds and insurance submission deadlines; (5) notification and deadline regarding execution of the contract, and; (6) commitment by DCPS to issue a Notice To Proceed provided the Contractor is in compliance with all requirements of the IFB.
- HH. *Optional Contract Term*: an additional one (1) year period for which the Contract can be extended unilaterally by DCPS. The Contract contains four (4) Optional Contract Terms.
- II. *Other Than Normal Working Hours*: the hours of 5:01 pm to 6:59 am Monday to Friday and any time Saturday, Sunday, and Holidays.
- JJ. *Plan Holder*: any entity who obtains Bid Documents from the DCPS Office of Contracts and Acquisitions located at 825 North Capitol Street, N.E., Suite 7066, Washington, DC 20002 and by signing a Plan Holders List and providing his/her name, title, company he/she is representing, phone number, fax number, email address and a street address at which to receive Addenda information.
- KK. *Pre-priced Task*: a task included within the Construction Task Catalog<sup>®</sup> for which a Unit Price has been established.
- LL. *Progress Schedule*: a critical path (CPM) or bar chart schedule submitted by the Contractor and subject to approval by DCPS showing the overall Job Order Completion Time and subdivided for each critical operation therein.
- MM. *Project*: collectively, the Work to be accomplished by the Contractor in satisfaction of a requirement or group of related requirements pursuant to one or more Job Orders.
- NN. *Price Proposal*: the Contractor prepared document quoting a lump sum, firm-fixed-price for the completion of the Detailed Scope of Work referenced in the Request for Price Proposal.
- OO. *Price Proposal Package*: the Contractor prepared package that in addition to the Contractor's Price Proposal contains, when appropriate, a proposed Progress Schedule for completing the Work, drawings, sketches, permits, catalog cuts, technical data, samples, Subcontractor information (inclusive of LSDBE participation), and other such documentation as DCPS may require for a specific Job Order.
- PP. *Purchase Order*: the written obligation document under the Contract and referred to as a *Job Order* throughout the Contract Documents.
- QQ. *Request for Price Proposal (RFPP)*: a written request to the Contractor to prepare a Price Proposal for the Detailed Scope of Work referenced therein.
- RR. *Schedule of Values*: the Contractor provided allocation of the Job Order Amount to various portions of the Work pertaining to a specific Job Order used as the basis for DCPS' review of the Contractor's applications for payment.



- SS. *Shop Drawings*: drawings, schedules, data, catalogue cuts, manufacturers' published recommendations, charts, bulletins, brochures, illustrations, circulars, rough-in drawings or formulae distributed by Contractors, Subcontractors, manufacturers, materialmen, or suppliers for use in installing Work.
- TT. *Site*: the area upon or in which the Contractor's performs the Work, and such other areas adjacent thereto as may be designated as such by DCPS.
- UU. *Subcontractor*: any person, firm or corporation, other than employees of the Contractor, who contracts with the Contractor to furnish labor, materials, or equipment at the Site. The term *Subcontractor* is referred to throughout the Contract Documents as if singular in number and means a *Subcontractor* or an authorized representative of the *Subcontractor*.
- VV. *Sub-subcontractor*: any person, firm or corporation, other than employees of the Subcontractor, who contracts with the Subcontractor to furnish labor, labor or materials at the Site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a *Sub-subcontractor* or an authorized representative of the *Sub-subcontractor*.
- WW. *Technical Specifications*: all of the directions, requirements and standards of performance applying to the Work, constituting Attachment J.2 of the Contract Documents or any modification or supplements thereto. The Technical Specifications are numbered and organized in the Construction Specification Institute's (CSI) master format (divisions 1 through 16, per CSI guidelines). The intent of these Technical Specifications is to furnish concise industry and commercial standards for maintenance or repair of DCPS facilities. In the event of conflict between any of the Technical Specifications contained in the Contract Documents, the most stringent Technical Specification shall govern. DCPS has the right to, modify, amend, alter supplement or change in any other manner the Technical Specifications issued at the time of bid without altering any other terms of the Contract.
- XX. *Unit Price*: the price published in the Construction Task Catalog<sup>®</sup> for a specific task. The Unit Prices are fixed for the duration of the Contract. Each Unit Price is comprised of the labor, equipment and materials costs to accomplish that specific task.
- YY. *Work*: the furnishing by Contractor of all labor, materials, equipment and other incidentals necessary or convenient for the completion of the Job Orders issued pursuant to the Contract.

#### C.7 DESCRIPTION OF JOB ORDER CONTRACTING (JOC), THE CONTRACTS AND THE JOC PROCESS

- A. A Job Order Contract ("JOC", "JOC Contract" or "Contract") is a competitively awarded, firm-fixed-priced, Indefinite-Delivery Indefinite-Quantity (IDIQ) construction contract, pursuant to which the Contractor will perform a variety of Work at different Project locations. The Work includes a collection of detailed repair and construction tasks and related Technical Specifications that have pre-established Unit Prices. The Contract is executed with the Contractor for the accomplishment of repair, alteration, modernization, maintenance, rehabilitation, demolition and construction of buildings, infrastructure, or other real property. Work is accomplished by means of issuance of a Job Order under the Contract. Pursuant to DCMR 27-2401 and 27-2403 this solicitation is for a firm-fixed-price contract incorporating a provision for economic price adjustments.
- B. The JOC Contract Documents include a Construction Task Catalog<sup>®</sup> (CTC) containing a series of construction and demolition tasks with pre-established Unit Prices. The CTC was



developed using experienced labor and high quality materials. All Unit Prices are based on local labor, material and equipment prices including the current market wages for the District of Columbia.

- C. Under the JOC concept, the Contractor furnishes all management, documentation, labor, materials, equipment, insurance and bonds needed to perform the Work described in the Detailed Scope of Work referenced in each Job Order. The Contractor will be required to perform Work at any DCPS owned or controlled facility or location within the Contract's defined Primary Geographic Coverage Area.
- D. The bidder will submit a bid (on the Bid Form provided in Section B) containing eight (8) Adjustment Factors to be applied to the pre-established Unit Prices.

The Adjustment Factors bid will be as follows:

	Job Orders Where Davis Bacon Construction Type: Building Wage Rates Apply		Job Orders Where DOL Service Wage Rates Apply	
	Job Orders ≤ 100k	Job Orders > 100k	Job Orders ≤ 100k	Job Orders > 100k
Normal Working Hours*	Adjustment Factor A	Adjustment Factor C	Adjustment Factor B	Adjustment Factor D
Other Than Normal Working Hours**	Adjustment Factor E	Adjustment Factor G	Adjustment Factor F	Adjustment Factor H

\* Normal Working Hours: Monday to Friday 7:00 am to 5:00 pm except Holidays.

\*\* Other Than Normal Working Hours: Monday to Friday 5:01 pm to 6:59 am and all day Saturday, Sunday and Holidays.

- E. Each Adjustment Factor will apply to Work dependent upon: 1) a specific wage determination setting forth the minimum amount the Contractor must pay the individuals performing the Work (laborers, mechanics, and apprentices), as provided by DCPS; 2) the size of the Job Order; and 3) The hours of the day, days of the week, and days of the year (i.e. day, night, weekends, holidays, etc.) the Work is required to be performed, as directed by DCPS.
- F. The JOC Process- As Projects are identified by DCPS the Contractor will jointly scope the Work with DCPS' authorized representative. Thereafter, DCPS will prepare a Detailed Scope of Work and issue a Request for Price Proposal to the Contractor. The Contractor will then prepare a Price Proposal Package for the Project including a Price Proposal, a Progress Schedule, any Incidental Design requirements a list of proposed Subcontractors (inclusive of their LSDBE status and participation percentages) and other requested documents. If all contents of the Price Proposal Package are found acceptable by DCPS, a Job Order may be issued. DCPS reserves the right to solicit pricing from any other contractors or via any other project delivery method available and determined by and in the best interest of DCPS.
- G. A separate Job Order will be issued for each Project prior to the commencement of any Work by the Contractor. A Job Order will reference the Detailed Scope of Work and set forth the



- Job Order Completion Time and the Job Order Amount. The Job Order Amount is determined by multiplying the pre-established Unit Prices for the appropriate tasks required to complete the Detailed Scope of Work by the appropriate quantities and the applicable Adjustment Factor(s). The Job Order Amount shall be a lump sum, firm-fixed-price for completing the Detailed Scope of Work.
- H. Description of the Work- The Work will be set forth in the Detailed Scope of Work for individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Amount within the Job Order Completion Time.
  - I. Unforeseen/latent conditions, additions to and deletions from the Detailed Scope of Work will be addressed via supplemental Job Orders.
  - J. Response Time- Subsequent to Contract award, the contractor shall establish and communicate to DCPS a point of contact (i.e., voice mail or answering machine) where messages can be left. There should be a response to DCPS no later than twenty-four (24) hours from when the message was left. Repeated failure to respond within the above timeframe shall, at the option of DCPS, result in termination of the Contract.
  - K. The JOC Contract Documents include a provision for the establishment of prices for Work requirements, which are required by the Detailed Scope of Work but were not included in the CTC at the time of Contract award. These tasks are referred to as "Non-Prepriced Tasks" and may require the establishment of supplemental Technical Specifications and/or drawings and may subsequently be permanently incorporated into the CTC, at the sole discretion of DCPS.
  - L. Maximum Contract Term Value and Maximum Total Contract Values are found in the table located in SECTION C.3 CONTRACTS IDENTIFIED IN THIS SOLICITATION found above.
  - M. The minimum Contract Value is \$25,000. Therefore, the Contractor will, at a minimum, be issued Job Orders totaling at least \$25,000 during the duration of the Base Contract Term.
  - N. DCPS has no obligation to request further Job Order Price Proposals once DCPS has issued Job Orders of at least \$25,000.
  - O. The minimum Job Order dollar amount that the Contractor must accept from DCPS is \$2,000, excluding Work associated with a change order to an existing Job Order.
  - P. The Base Contract Term is defined as one (1) year from the date of Contract execution or when the Maximum Contract Term Value has been ordered, whichever occurs first. An Optional Contract Term is defined as one (1) year from the date of option execution or when the Maximum Contract Term Value has been issued, whichever occurs first. If there is unused Contract value at the expiration of the Base Contract Term or any Optional Contract Term, DCPS reserves the right to carry over the unused portion of the Maximum Contract Term Value into future Optional Contract Terms pursuant to an appropriate approved contract modification.
  - Q. The Contract shall have a Base Term with a unilateral option provision for extending the Contract for an additional four (4) Optional Contract Terms, at the sole discretion of DCPS. DCPS has no obligation to execute an option for additional Optional Contract Terms. The



---

Total Contract Term (duration), including all Optional Contract Terms, shall not exceed five (5) years.

#### C.8 DETAILED SCOPE OF WORK

- A. The Detailed Scope of Work of the Contract shall be determined on a job-by-job basis for individual Job Orders issued under the Contract. Upon receipt of a Job Order, the Contractor shall provide all management, documents, Work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment needed to repair, or construct real property facilities and/or DCPS owned infrastructure. The Contractor shall provide quality assurance as specified in strict accordance with all terms, conditions, special contract requirements, Technical Specifications, attachments, and exhibits contained in the Contract Documents, or incorporated by reference. The Contractor shall also be responsible for Site safety as well as Site preparation and cleanup.
- B. The Contractor's Work and responsibility shall include all planning, administration, and management necessary to provide repair, construction, and related services as ordered. The Contractor shall conduct the Work in strict accordance with the Contract and all applicable laws, regulations, codes, or directives including those of the District of Columbia and DCPS. The Contractor shall insure that all Work provided meet or exceed critical reliability rates or tolerances specified or included in applicable referenced documents.
- C. Contractor shall perform the Work such as supply, quality control, financial control, and maintain accurate and complete records files, libraries of documents to include District of Columbia regulations, codes, laws listed herein, and manufacturers' instructions and recommendations which are necessary and related to the Work to be performed.
- D. Contractor shall provide related services such as preparing and submitting required reports, maintaining current record drawings, performing administrative Work, and submitting necessary information as specified. The Contractor shall provide: material lists to include trade names and brand names, model numbers, and ratings (if appropriate) for all materials necessary for a complete job.
- E. All Work will be ordered and funded when needed in accordance with Section H.50 Ordering Procedures.
- F. The Contractor will be required to perform Work on any property under control of DCPS and within their Primary Geographic Coverage Area. Award of a Job Order Contract does not give the Contractor any exclusive rights with regard to Project location or type of Work.

#### C.9 DEFINITION OF CONTRACT DOCUMENTS

- A. Contract Documents shall include:
  - 1. Solicitation Offer and Award Form
  - 2. Bid Form
  - 3. Description/Work Statement
  - 4. Packaging and Marking
  - 5. Inspection and Acceptance
  - 6. Deliveries or Performance



7. Contract Administration Data
8. Special Contract Requirements
9. DCPS Standard Contract Clauses
  - a. Applicability of Standard Contract Clauses
10. List of Attachments
  - a. Construction Task Catalog®
    - i. Attachment J.1a Construction Task Catalog® (Sections 01-11).
    - ii. Attachment J.1b Construction Task Catalog® (Sections 12-16).
  - b. Technical Specifications
    - i. Attachment J.2a Technical Specifications (Sections 01-05). (Only provided electronically on CD-ROM (no paper copy provided).
    - ii. Attachment J.2b Technical Specifications (Sections 06-08). (Only provided electronically on CD-ROM (no paper copy provided).
    - iii. Attachment J.2c Technical Specifications (Sections 09-14). (Only provided electronically on CD-ROM (no paper copy provided).
    - iv. Attachment J.2d Technical Specifications (Section 15). (Only provided electronically on CD-ROM (no paper copy provided).
    - v. Attachment J.2e Technical Specifications (Section 16). (Only provided electronically on CD-ROM (no paper copy provided).
  - c. Required Labor Contract Provisions and Wage Decisions
  - d. First Source Employment Agreement
  - e. Employment Agreement
  - f. Compliance with the District of Columbia Apprenticeship Program Obligations
  - g. Standard Contract Provisions for Construction
  - h. Compliance with Equal Opportunity Obligations
    - i. Equal Opportunity Compliance
    - j. Bidder Responsibility/Qualifications
  - k. Bidder's Bid Submission Checklist
  - l. Subcontractor Approval Forms
  - m. Form of Summary Agreement
  - n. Tax Certification Affidavit
  - o. Form FR-500
11. Representations, Certifications and Other Statements of Bidders
  - a. Certification of Eligibility
  - b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion of Lower Tier Covered Transactions
  - c. Payment to Subcontractors and Suppliers Certification
  - d. Certification of Independent Price Determination
  - e. Certification Under "Buy American Act"



- f. Certification as to Type of Business Organization
  - g. Metropolitan Washington Council of Government Rider Clause
  - h. Certification Regarding the Walsh-Healy Act
  - i. Certification of Environmentally Preferable Products
  - j. Certification regarding Drug-Free Work Place
12. Instructions, Conditions and Notices to Bidders
  13. Evaluation Preferences
  14. All Addenda or Amendments Issued by DCPS Prior to Receipt of Bids
  15. The Notice of Intent to Award
  16. Performance and Payment Bonds
  17. Job Orders, Requests for Price Proposals, and Detailed Scopes of Work issued under the Contract.
  18. The Contractor's Job Order Price Proposals submitted under the Contract.

#### C.10 AVAILABILITY OF BID DOCUMENTS

- A. Bid Documents may be examined and obtained at the District of Columbia Public Schools, Office of Contracts and Acquisitions, 825 North Capitol Street, N.E., 7<sup>th</sup> Floor-Suite 7066, Washington, DC, 20002 between the hours of 9:00 AM and 4:00 PM, Monday through Friday. Inquiries regarding obtaining Bid Documents may be made by contacting Denise C. Clarke, Supervisory Contract Specialist (or her designee) at (202) 442-5111 or [denise.clarke@k12.dc.us](mailto:denise.clarke@k12.dc.us).
- B. A copy of the Bid Documents may be obtained, free of charge, by signing a Plan Holders List and providing his/her name, title, company he/she is representing, phone number, fax number, email address and a street address at which to receive Addenda information. In addition, Bid Documents can be downloaded electronically from <http://www.k12.dc.us/offices/oca/solicitations.htm> and <http://www.ocp.dc.gov>.
- C. Attachments J.2a, J.2b, J.2c, J.2d and J.2e (the Technical Specifications) will be provided in electronic format only (on CD-ROM), all other components of the Bid Documents will be in provided in printed form and electronic form (on CD-ROM), inclusive of Attachments J.1a and J.1b (the Construction Task Catalog).
- D. Bid Documents will not be mailed or couriered to bidders.

#### C.11 DISTRICT OF COLUMBIA LICENSE REQUIREMENTS

- A. When bidding on the Mechanical contracts, bidders must furnish proof of valid District of Columbia licensing that demonstrates their qualifications to execute the mechanical Work contemplated thereunder. The minimum standard of licensing qualifying the Contractor to bid shall be: a qualifier(s) currently employed by the bidder that holds a valid District of Columbia master plumber's license and master refrigeration and air conditioning mechanic's license.
- B. When bidding on the Electrical contracts, bidders must furnish proof of valid District of Columbia licensing that demonstrates their qualifications to execute the electrical Work



contemplated thereunder. The minimum standard of licensing qualifying the Contractor to bid shall be: a qualifier currently employed by the bidder that holds a valid District of Columbia master electrician's license.

C.12 EQUAL OPPORTUNITY REQUIREMENTS

- A. By submitting a bid, the bidder agrees to comply with all equal opportunity requirements as set forth above and in SECTION J.7- COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS. See SECTION J.7A- EQUAL OPPORTUNITY COMPLIANCE for related representation and certification forms.

C.13 LSDBE SUBCONTRACTING REQUIREMENTS

- A. All Contractors (JOC Prime Contractors with both Open market and Set-Aside Contracts) must subcontract 35% of the dollar value of the Contract to contractors that hold current (at the time of subcontract) certificates of registration as LSDBE contractors issued by the D.C. Department of Small and Local Business Development.
- B. Both estimated and actual LSDBE subcontracting participation will be tracked on each and every Job Order (see SECTION H.50 ORDERING PROCEDURE). Actual LSDBE subcontractor participation on individual Job Orders may vary from the overall 35% requirement; however, failure to meet or exceed the 35% LSDBE subcontracting participation requirement on the cumulative dollar value of Job Orders issued under the Contract shall be considered a material breach of Contract, which shall result in no further Job Orders being issued to the Contractor, no execution of Optional Contract Terms and/or provide grounds for termination.



## 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 Completion by DCPS, 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 DCPS Inspector.
  - 2. The Contractor shall not occupy more space at the Site than is absolutely necessary for proper execution of the Work.



This Page Intentionally Left Blank



## SECTION E: INSPECTION AND ACCEPTANCE

### E.1 INSPECTION

- A. 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 (See SECTION J.6).
- B. In addition, the acceptance criteria for different parts of the Work, described in other sections of the Contract Documents and Technical Specifications (Attachment J.2) shall apply.

### 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 Completion of all the Work under the Contract, when the COTR considers it beneficial to DCPS.
- B. Partial acceptance shall not preclude liquidated damages for failure to complete the Contract within the required time limits established under DATE OF COMPLETION in SECTION F.6.

### E.3 FINAL INSPECTION

- A. The contractor shall give the COTR written notice at least five (5) 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 certify in writing that in the contractor's best judgment no deficiencies exist.



This Page Intentionally Left Blank



## SECTION F: DELIVERIES OR PERFORMANCE

### F.1 TERM OF THE CONTRACT

- A. The Base Contract Term is defined as one (1) year from the date of Contract execution or when the Maximum Contract Term Value has been ordered, whichever occurs first. An Optional Contract Term is defined as one (1) year from the date of option execution or when the Maximum Contract Term Value has been issued, whichever occurs first. If there is unused Contract value at the expiration of the Base Contract Term or any Optional Contract Term, DCPS reserves the right to carry over the unused portion of the Maximum Contract Term Value into future Optional Contract Terms pursuant to an appropriate approved contract modification.

### F.2 OPTIONS TO EXTEND TERM OF THE CONTRACT

- A. The Contract shall have a Base Term with a unilateral option provision for extending the Contract for an additional four (4) Optional Contract Terms, at the sole discretion of DCPS. DCPS has no obligation to execute an option for additional Optional Contract Terms. The Total Contract Term (duration), including all Optional Contract Terms, shall not exceed five (5) years.
- B. See SECTION H.51 PRICE ESCALATION/DE-ESCALATION for methodology of price adjustments for Optional Contract Terms.

### F.3 DELIVERABLES SCHEDULE

- A. The Contractor shall submit to the DCPS, as a deliverable, the report described in of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement.
- B. The CFO shall withhold payments 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 Requirement and First Source Employment Agreement.
- C. See SECTION G.4 FIRST SOURCE AGREEMENT REQUEST FOR PAYMENT and SECTION H.40 51% DISTRICT RESIDENTS NEW HIRES/FIRST SOURCE EMPLOYMENT AGREEMENT and SECTION J.4 FIRST SOURCE EMPLOYMENT AGREEMENT

### F.4 COMMENCEMENT AND PROSECUTION OF THE WORK

- A. Timing:
  - (1) The Contractor must commence Work under the Contract within three (3) business days from the receipt of Notice to Proceed applicable to each Job Order. Time being of the essence of this Contract, the Contractor shall thereafter prosecute the Work diligently, using such means and methods of construction as will assure Final Completion within the Job Order Completion Time set forth in each Job Order.
- B. Work/Authorization Issued by DCPS



- (1) It is the Contractor's responsibility to obtain a DCPS Work Authorization prior to the commencement of Work on any Job Order. The Contractor shall not perform any Work at the Site until such Work Authorization is obtained. The contact information to obtain the required DCPS Work Authorization is listed below:

District of Columbia Public Schools  
Office of Facilities Management  
Work Management Unit  
Attention: Dave Anderson  
1709 3<sup>rd</sup> Street, N.E.  
Washington, DC 20002-2125  
Telephone: (202) 439-8271

C. Supervision/Superintendent

- (1) The Contractor shall supervise and direct the Work, using his best skill and attention and he shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.
- (2) The Contractor shall keep on the Site, during the performance of all Work, a competent, foremen/superintendent who is fluent (ability to read, write and speak) in English, and any necessary assistants, all satisfactory to DCPS. The Contractor's project manager/project lead (if different than the foremen/superintendent) must also be fluent (ability to read, write and speak) in English.
- (3) If a change in Foreman, superintendent or project manager/project lead is necessary after award of the Contract (or specific Job Order), the Contractor shall provide the resume of the proposed substitute employee and request approval before any assignment is made. The COTR reserves the right to interview the employee and in his/her sole discretion, the right to approve or disapprove the proposed substitute employee. No substitution or replacement of individuals or change in status (e.g., firm affiliation, assignment, responsibilities or office location) of the individuals listed in the bid document (Price Proposal Package applicable to a specific Job Order) shall be made by the Contractor without prior approval of the DCPS, except when necessitated by causes beyond the Contractor's control. The DCPS shall have the right in any event to approve any substitution, replacement or change.

D. Project/Contract Meetings

- (1) The Contractor and Subcontractors or their qualified representatives shall attend meetings with DCPS' representatives, at a frequency as determined by DCPS, for the purpose of coordinating or expediting the Work.

F.5 PROGRESS SCHEDULES/JOB ORDER COMPLETION TIME

- A. To enable the Work to be laid out and prosecuted in an orderly and expeditious manner, the Contractor shall submit with each Price Proposal a Progress Schedule, in bar chart or critical path method (CPM) form, showing:
  - (1) the anticipated time of commencement and completion of each of the critical operations/subdivisions of the Work to be performed under the Job Order;
  - (2) the sequence and interrelationship of each of these operations/subdivisions with the others and with those of other related Job Orders (if any); and,



- 
- (3) the estimated time required for fabrication or delivery, or both, of critical materials and equipment required for the Work.
- B. Progress Schedules will be negotiated separately for each Job Order issued under the Contract. The Contractor's proposed Progress Schedule shall be revised as necessary and as directed by DCPS, until finally approved by DCPS, and after such approval, shall be strictly adhered to by the Contractor.
1. Each Job Order issued shall contain a Notice To Proceed Date and a Job Order Completion Time stated in calendar days. The Applicability of Liquidated Damages will be determined on a Job Order-by-Job Order basis and be communicated on the Request for Price Proposal (RFPP) and the applicability stated on the Job Order. The amount of Liquidated Damages, if applicable, shall be per the schedule contained SECTION F.9 LIQUIDATED DAMAGES. The Job Order Completion Time shall include Work to be performed by others under subcontract and provide ample time for anticipated inspections.
  2. If the Contractor fails to adhere to the approved Progress Schedule, he must promptly adopt such other or additional means and methods of construction as will make up the time lost and will assure Final Completion in accordance with such Progress Schedule.
  3. If the Job Order Completion Time is determined to be so short that a Progress Schedule is not necessary or useful (as solely determined by DCPS) the requirement to submit a Progress Schedule with the Price Proposal Package may be waived in its entirety. However, the Contractor will communicate a proposed Job Order Completion Time (in calendar days) with the submission of the Price Proposal Package.

F.6 DATE OF COMPLETION

- A. The Contractor must complete the Work within the Job Order Completion Time specified in each Job Order.

F.7 DETERMINING DATE OF FINAL COMPLETION

- A. Final inspection of the Work by DCPS shall be made within five (5) days after receipt of the Contractor's written request. The Work will be deemed finally complete as of the date of such inspection if, upon such inspection, DCPS determines that the Contractor has achieved Final Completion of the Job Order.
- B. However, if such inspection, in the sole opinion of the DCPS, reveals items of Work still to be performed or Work performed unsatisfactorily, the Contractor shall promptly perform them or correct non-satisfactory Work and then request a reinspection.

F.8 DELAYS

- A. If delay is foreseen, the Contractor shall give immediate written notice to DCPS. DCPS has the right to extend the Job Order Completion Time if reasons appear, in the sole judgment of DCPS, to be valid. Contractor must keep DCPS advised at all times of status of the Job Order Progress Schedule. Failure to achieve Final Completion within the Job Order Completion Time (without accepted reasons) or failure to meet Specifications, may result in assessment of Liquidated Damages (applicable on a Job Order-by-Job Order basis) and authorizes DCPS to purchase materials, equipment and services elsewhere and charge full increase in cost and handling to the defaulting Contractor.



- B. If in the opinion of the Contracting Officer Technical Representative (COTR), progress of the work is insufficient to achieve Final Completion within the Job Order Completion Time, the Contractor shall be required to take such measures as are necessary to achieve completion within the Job Order Completion Time. Such measures may include, but shall not be limited to, employing additional equipment and personnel working overtime, added shifts, or any combination thereof, all at no additional cost to the DCPS.

F.9 LIQUIDATED DAMAGES

- A. The applicability of Liquidated damages shall be determined on a Job Order by Job Order basis, at the sole discretion of DCPS, and at the time the Request for Price Proposal is issued by the DCPS.
- B. If Liquidated Damages are deemed to apply to a specific Job Order, the amount of Liquidated Damages per Day shall be on the basis of the following schedule:

SCHEDULE FOR LIQUIDATED DAMAGES

<u>Job Order Amount</u>	<u>Amount Per Calendar Day</u>
Up to and equal to \$25,000	\$100.00
>\$25,000 and ≤ \$100,000	\$150.00
> \$100,000 and ≤ \$500,000	\$250.00
Greater than \$500,000	\$500.00

- C. The applicability of the Liquidated Damages will be discussed with the Contractor at the Joint Scope Meeting and, if applicable, will be set forth thereafter in the Request for Price Proposal and in the Job Order. In the event the Contractor fails to complete the Work within the Job Order Completion Time, or if the Contractor, in the sole judgment of DCPS, has abandoned the Work, the Contractor must pay to DCPS the sum fixed in the table immediately above for each and every Day that the time consumed in completing the Work exceeds the Job Order Completion Time (excluding those Days attributable to a Force Majeure Event), therefore; which said sum, in view of the difficulty of accurately ascertaining the loss which DCPS will suffer by reason of delay in the completion of the Work hereunder, is hereby fixed and agreed as the Liquidated Damages that DCPS will suffer by reason of such delay, and not as penalty.
- D. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the DCPS' right to indemnification under Section J.6, Article 14 of the Standard Contract Provisions for Construction, or the Contractor's obligation to indemnify DCPS, or to any other remedy provided for by the Contract or by law.
- E. DCPS will deduct and retain out of the monies which may become due hereunder, the amount of any such Liquidated Damages; and in case the amount which may become due hereunder shall be less than the amount of Liquidated Damages suffered by DCPS, the Contractor shall be liable to pay the difference upon demand by the DCPS.



- F. If DCPS terminates for default the Contractor's right to proceed in accordance with Article 5 of the Standard Contract Provisions For Use With Specifications for District of Columbia Government Construction Projects, dated 1973, as amended, liquidated damages will continue to accrue until the Work is completed. These liquidated damages are in addition to excess costs of reprourement.

F.10 TIME EXTENSIONS FOR WEATHER

- A. The Job Order Completion Time applicable to each Job Order will not be extended due to inclement weather conditions that are normal to the general locality of the Work Site. The Job Order Completion Time applicable to each Job Order includes an allowance for workdays (based on a five (5) day workweek) which, according to historical data, may not be suitable for construction Work.
- B. The following is the schedule of monthly anticipated normal inclement weather workdays for the District of Columbia (applicable to each and every Job Order) and will constitute the base line for monthly weather time extension evaluations.

<b>ANTICIPATED NORMAL INCLEMENT WEATHER WORK-DAYS INCLUDED IN THE CONTRACT TIME OF PERFORMANCE</b>											
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
7	7	7	7	9	7	7	7	6	6	6	7

- C. The Contractor, in his planning and scheduling of the Work as required by the Contract Documents, shall allow for the normal inclement weather for the locality of the Work Site. If the Contractor believes that the progress of the Work has been adversely affected and that it will directly result in a failure to achieve Final Completion within the Job Order Completion Time, by weather conditions above and beyond the amount normally expected, he shall submit a written request to DCPS for an extension of the Job Order Completion Date).
- D. The Contractor shall not be entitled to any money damages whatsoever for any delays resulting from inclement weather, whether normal or abnormal, foreseeable or unforeseeable. The Contractor and DCPS stipulate and agree that for delays due to weather the Contractor's sole relief is a time extension granted in accordance with this SECTION F.10 TIME EXTENSIONS FOR WEATHER.
- E. The term "Force Majeure Event" shall mean when a party is unable to comply with its obligations hereunder due to an occurrence beyond its control and not a result of fault or negligence including, but not limited to the following: act of God, flood, drought, earthquake, storm, fire, pestilence, lightning, and other natural catastrophes, epidemic, war, riot, civil disturbance, strikes or labor disputes on a region or national



basis (but not strikes or labor disputes unique to the party or the project), or any occurrence beyond the Contractor's control. Any event caused by the negligence or willful act of the Contractor or its representative, or which could have been prevented or reasonably anticipated by the Contractor, shall not constitute a Force Majeure Event. If the Contractor is prevented or delayed in the performance of the Work specified in a Job Order, it shall immediately provide notice to the Contracting Officer of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible.



## SECTION G: CONTRACT ADMINISTRATION DATA

### G.1 INVOICE PAYMENT

- A. DCPS will make payments to the Contractor, upon the submission of proper invoices, based on the approved Progress Schedule as described in SECTION F.5 PROGRESS SCHEDULES/JOB ORDER COMPLETION TIME., only for the percentage of Work or services actually performed or completed during the subject period and accepted by DCPS, less any discounts, allowances, retainages or adjustments provided for in this Contract.
- B. DCPS will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

### G.2 QUICK PAYMENT

- A. DCPS will make 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 the 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 the property or service is made on or before the 15<sup>th</sup> day after the required payment date for any other item.
- B. 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.3 INVOICE SUBMITTAL

- A. The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this Contract. Invoices shall be prepared in triplicate and submitted to the Contracting Officer's Technical Representative (COTR) specified in SECTION G.10 below.
- B. To constitute a proper invoice, the Contractor shall submit the following information:
  - 1. Contractor's name, Federal Tax Identification Number, and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible);
  - 2. Contract number and the Job Order number. Assignment of an invoice number by the Contractor is also recommended;
  - 3. Description, amount of payment requested, quantity, and the dates of the Work performed based on the approved Progress Schedule;
  - 4. Other supporting documentation or information, as required by the Contracting Officer;
  - 5. Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
  - 6. Name, title, phone number of person preparing the invoice;



7. Name, title, phone number and mailing address of person, if different from the person identified above to be notified in the event of a defective invoice, and
8. Authorized signature.

G.4 FIRST SOURCE AGREEMENT REQUEST FOR PAYMENT

- A. For contracts subject to the 51% District Residents New Hires Requirement and First Source Employment Agreement, annual compliance reports must be submitted as discussed in SECTION H.40.E.
- B. The CFO shall withhold payments 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 Requirement and First Source Employment Agreement.

G.5 METHOD OF PAYMENT

- A. DCPS 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 DCPS;
  2. The Work on the specific Contract activity as identified in the approved Progress Schedule, for which the progress payment is requested, is 100 % complete;
  3. The Contractor submits the invoice as described in SECTION G.3 for the progress payment.
- B. The COTR will furnish to the Contractor, the following forms:
  1. Summary of Progress Payment Breakdown Form;
  2. Progress Payment Request Form;
  3. Schedule of Values Form.
- C. 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, applicable to each Job Order 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 Job Order Amount.
  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.



D. Materials and equipment payments:

1. DCPS will pay the Contractor for the materials, equipment and associated components delivered to the Site or stored on the Site, until they are satisfactorily incorporated into the completed Work, at 100% of 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. DCPS 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 Site. 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 DCPS; 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.5.D.1 and 2.
    - c. A certificate of insurance of a bonded warehouse, in the event the materials/equipment is stored off-site.
- E. DCPS will not make any progress payments until the required Progress Schedule is approved by the COTR.

G.6 PAYMENTS TO SUBCONTRACTORS

- A. The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by DCPS for Work performed by any Subcontractor under a contract.
  1. Pay the Subcontractor for the proportionate share of the total payment received from DCPS that is attributable to the Subcontractor for Work performed under the contract; or
  2. Notify DCPS 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.
- B. The Contractor must pay and 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 if payment for the completed delivery of the item of the property or service is made on or before the 15<sup>th</sup> day after the required payment date for any other item.
- C. 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.
- D. A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a Subcontractor payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which DCPS is a party. DCPS may not be interpleaded in any judicial or administrative proceeding involving such a dispute.



G.7 ASSIGNMENTS

- A. 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.
- B. Any assignment shall cover all unpaid amounts payable under this Contract, and shall not be made to more than one party.
- C. Notwithstanding an assignment of money claims pursuant to authority contained in the Contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.8 CONTRACTING OFFICER (CO)

In accordance with 27 DCMR 1200.1 contracts may be entered into and signed on behalf of the District Government only by Contracting Officers. The address and telephone number of the Contracting Officer is:

Kevin A. Green  
Chief Procurement Officer  
DC Public Schools  
Office of Contracts and Acquisitions  
825 North Capitol Street, N.E., 7th Floor-Suite 7066  
Washington, D.C. 20002  
Telephone Number: (202) 442-5111  
Facsimile Number: (202) 442-5093  
kevin.green@k12.dc.us

G.9 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- A. In accordance with Article 3: Changes, of the Standard Contract Provisions For Use With Specifications for District of Columbia Government Construction Projects, dated 1973, as amended, the Contracting Officer is the only person authorized to approve changes to any of the requirements of this Contract.
- B. 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.10 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- A. The COTR is responsible for the technical 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 specified in writing by the Contracting Officer. The COTR for this Contract is:

Mr. MacArthur Chavis  
Supervisory Facilities Operations Specialist-Contract Manager  
DC Public Schools  
Office of Facilities Management  
1709 3<sup>rd</sup> Street N.E. 3<sup>rd</sup> Floor  
Washington, D.C. 20002  
Telephone Number: (202) 576-3290  
Facsimile Number: (202) 576-6662

- B. It is fully understood and agreed by the Contractor that the COTR shall not have any authority to make changes in the Contract Documents, price or terms and conditions of the Contract.
- C. Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, and may be denied compensation or other relief for any additional Work performed that is not authorized by the Contracting Officer in writing. In addition, Contractor may also be required at no additional cost to DCPS, to take all corrective action necessitated by reason of the unauthorized changes.



This Page Intentionally Left Blank



## SECTION H: SPECIAL CONTRACT REQUIREMENTS

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

- A. For all new employees resulting from this Contract or subcontracts hereto, as defined in the 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 projects labor force.
1. At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.
  2. 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.
  3. For additional info regarding apprentice and training obligations, see SECTION H.47 APPRENTICES AND ATTACHMENT J.5 COMPLIANCE WITH DC APPRENTICESHIP PROGRAM OBLIGATIONS.

### H.2 LIQUIDATED DAMAGES (see SECTION F.9 LIQUIDATED DAMAGES)

### H.3 APPROPRIATE DCPS FACILITY ACCESS AND IDENTIFICATION

- A. It shall be the Contractor's responsibility through arrangements made with the DCPS Supervisory Contract Specialist or his/her designee and appropriate DCPS Security and Fingerprinting Office to submit all documents required for TB test results, fingerprinting and background checks prior to beginning any work. The DCPS Supervisory Contract Specialist for this Contract is:

Denise C. Clarke  
Supervisory Contract Specialist  
DC Public Schools  
Office of Contracts and Acquisitions  
825 North Capitol Street, N.E., 7th Floor-Suite 7066  
Washington, D.C. 20002  
Telephone Number: (202) 442-5111  
Facsimile Number: (202) 442-5093  
denise.clarke@k12.dc.us

- B. The Contractor shall submit a list of all contractor and subcontractor employee names to the Supervisory Contract Specialist or his/her designee. The Supervisory Contract Specialist shall submit the list of contractor employee names directly to the DCPS Security and Fingerprinting Office. The DCPS Security and Fingerprinting Office will make arrangements



- to conduct the fingerprinting and background checks of all contractor and subcontractor employees on the list, at no cost to the Contractor or subcontractor. It is the sole responsibility of the Contractor to have each employee named on the list complete a TB test with a physician, at no cost to DCPS. The Contractor must submit the TB test results in a sealed envelope to the Supervisory Contract Specialist, or her designee, for submission to the DCPS Security Office. Upon evaluation of the TB test results, background check and fingerprinting, the DCPS Security Office will make a determination on whether contractor or subcontractor employees are deemed eligible to obtain access to DCPS school buildings and facilities. Only contractor or subcontractor employees deemed eligible by the DCPS Security and Fingerprinting Office will be issued an identification badge by the DCPS Security and Fingerprinting Office. Any contractor personnel deemed ineligible by the DCPS Security and Fingerprinting Office, will not receive an identification badge. Ineligible contractor and subcontractor employees will not be granted access to any DCPS school building or facility and will be prohibited from working on any contracts awarded as a result of this solicitation.
- C. It shall be the Contractor's responsibility, through arrangement with the COTR or his/her designee, to obtain access to buildings and facilities and arrange for the buildings and facilities to be opened and closed.
  - D. Approved contractor employees and subcontractor employees shall sign-in at the security desk and/or principals office upon entering and before performing any work at a DCPS school building or facility.
  - E. It is the responsibility of the Contractor to prohibit the opening of locked areas by the Contractor's employees to permit the entrance or exit of personal other than the Contractor's employees engaged in the performance of assigned Work.
  - F. The DCPS Security Office will provide Identification Badges to all eligible contractor employees. The DCPS Identification Badges shall be conspicuously worn by all eligible employees while working at any DCPS school building or facility. In addition, the Contractor may provide its own identification badges to its employees. In addition, the contractor may provide any and all sub-contractors with identification badges.
  - G. All Contractors and subcontractors and their employees working at any DCPS school building or facility must conspicuously wear the Identification Badge provided by the DCPS Security office on outer clothing at all times while present on the any DCPS school building or facility. In addition, all contractors and subcontractors must furnish proof of identify upon demand by DCPS.
  - H. The contractor is hereby notified that any employee of DCPS, the District of Columbia Government or security personnel working for DCPS or the District of Columbia Government shall have the right to inspect the identification badge. If the Contractor's or Subcontractor's employee is unable to, or refuses to display or produce the required identification badge for examination, the COTR shall be notified immediately, and the Contractor or Subcontractor may be directed to immediately remove its employee from the premises until such time as the employee is able or willing to produce the required identification badge.

#### H.4 PERMITS, LICENSES AND CERTIFICATES

- A. It is the responsibility of the Contractor to ascertain and obtain all required permits, licenses and certificates for prosecution of the Work and as necessary to comply with any applicable Federal, Local or Municipal laws, codes or regulations in connection with the prosecution of the Work. Permits, Licenses and Certificates may include, but are not limited to:



**Permits and Certificates**

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

**Licenses**

1. Master Plumbers Conditioning
2. Master Electricians
3. Pressure Tank
4. Elevator
5. Boiler
6. Master Refrigeration and Air Conditioning

- B. Any actual fees paid by the Contractor to any governmental entity for permitting will be treated as a reimbursable cost for which DCPS will reimburse the Contractor dollar for dollar (1:1, no markup). The Contractor shall be required to produce a receipt for the permit expenditure. The Contractor may include the fees incurred in its Price Proposal utilizing line item 01204 1001 from the CTC for Reimbursable Fees and apply an Adjustment Factor of 1.0000. The costs of all activities required to obtain the permits (including expediting services) will be at the Contractor's expense.
- C. The Contractor shall apply and pay for all required permits well in advance of the time that they are needed.
- D. If the Contractor experiences any difficulty in obtaining a permit, the Contractor shall request assistance immediately from the COTR.
- E. DCPS will not allow Work requiring permits and licenses to proceed until the Contractor and/or their Subcontractors produce 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 DCPS 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 Site on which the Work is performed.
- F. The Contractor shall prominently display all permits within the confines of the Site.

H.5 UTILITY CONNECTIONS AND SERVICES (As Applicable)

The Contractor is responsible for locating all existing utilities and performing the required modifications to all utilities for the completion of construction. Bidders shall include all temporary utility costs in their Adjustment Factors, unless specifically stated otherwise herein.

A. TEMPORARY ELECTRICITY:

1. The Contractor shall be responsible for the following, as necessary to accomplish the work:
  - a. Installation of temporary meters on existing power lines;



- b. Install temporary lines to conform with the requirements of the D.C. Electrical Code;
  - 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 condition.
2. The contractor shall be compensated for the Work described in paragraph 1 above by means of including the applicable construction task line items from the CTC in its Price Proposal.
  3. DCPS shall provide and/or pay for any temporary electricity.
- B. TEMPORARY WATER: For construction purposes, temporary connection to the existing water mains is permitted.
1. The Contractor shall be responsible for the following, as necessary to accomplish the work:
    - a. No connections to water mains be made without first acquiring approval from the District of Columbia Water and Sewer Authority (WASA).
    - b. The Contractor shall furnish all necessary temporary lines, fittings, valves, and make all temporary connections to bring the water to the Site.
    - c. All pipe, fittings, and hose used shall be leak proof and hook-ups and connections shall be made in a manner comparable to new Work to prevent unnecessary waste of water.
    - d. All branches from temporary main feed be equipped with tight cut- off valves.
    - e. Upon completion of the Work, temporary lines, fittings, valves and other accessories are removed; disconnections made and services restored to an approved condition.
  2. The contractor shall be compensated for the Work described in paragraph 1 above by means of including the applicable construction task line items from the CTC in its Price Proposal.
  3. DCPS shall provide and/or pay for any temporary water.
- C. PERMANENT CONNECTIONS TO MAINS:
- The Contractor shall make all the required permanent connections for water, sewer, gas, electrical, telephone and fire alarm systems. The Contractor shall make all arrangements with utility companies and appropriate agencies as may be required for proper and expeditious completion of the Project. DCPS shall be responsible for all connection fees.

## H.6 SHOP DRAWINGS AND CATALOGUE CUTS

April 2007



- A. Within thirty (30) calendar days from the date of the Notice to Proceed, applicable to a specific Job Order, unless the approved Progress Schedule or Detailed Scope of Work applicable to that Job Order dictates that it be done sooner, 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. DCPS will not make progress payments until the required list has been submitted by the Contractor. DCPS 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, up to 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 Technical Specifications or to one system) will be processed more expeditiously than more complex submittals. Approval of materials, shop drawings and 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, Contract number, and Job Order 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, Contract number and Job Order 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 DCPS and to be so minor as not to involve a change in Job Order Amount or Job Order Completion Time, he/she may approve the drawings.

E. COMPOSITE SHOP DRAWINGS:

In addition to shop drawings specified in the various sections of the Contract Documents, 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. Submittal of composite shop drawings shall be provided in 14 days after Notice to Proceed, applicable to a Specific Job Order (unless otherwise directed in the Detailed Scope of Work or indicated in an DCPS approved Progress Schedule) to prevent a delay in construction.

- F. The Contractor shall submit, with a letter of transmittal, samples, catalogue cuts, test reports, and certifications, as required. The Contractor shall not submit any samples and catalogues



with bids. The Contractor must refer to the Technical Specification sections for samples, catalogue cuts, test reports and certifications required under the Contract.

1. The Contractor shall submit the required samples prepaid in duplicate, unless otherwise specified in the applicable specification section.
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, Contract number, and Job Order 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 if 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 Technical 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 has the right to request any additional tests from an accredited testing facility on any materials delivered to the site of the Work, at DCPS' 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 DCPS.
8. DCPS 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.7 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, output, coordination with related Work and the ability to fulfill the requirements of the specified item.

#### H.8 DEBRIS AND CLEANING

- A. 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.
- B. Upon completion of the Work, the Contractor shall remove all equipment and salvaged materials provided for the Work (except any materials that are to remain the property of DCPS 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

- A. 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. DCPS may, in writing, require the Contractor to remove any employee from Work that DCPS deems incompetent or careless.



- B. 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

- A. 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.
- B. DCPS will not furnish any copies of the applicable Federal specifications, commercial standards and other standard Technical 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.
- C. 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 Specifications.

#### H.11 EQUIPMENT COORDINATION

- A. 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 Specifications, 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 STOPPAGE OF WORK

- A. 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, DCPS 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.
- B. In the case of unsafe work conditions at the Site, as determined by and in the sole discretion of the COTR, or his/her designated representative, involving danger to life, person or property, the COTR reserves the right to stop all the Work, or any portion thereof, for such time as he may deem necessary to eliminate the unsafe work condition.

#### H.13 SUBCONTRACTS

- A. Nothing contained in the Contract Documents shall be construed as creating any contractual relationship between any Subcontractor and DCPS.



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 DCPS for the acts and omissions of Subcontractors 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, Subcontractors and material persons engaged upon his Work.
  4. The Contractor shall, without additional expense to DCPS, utilize the services of specialty Subcontractor for those parts of the Work which are specified to be performed by specialty Subcontractors.
  5. DCPS will not undertake to settle any differences between the Contractor and his Subcontractor or between Subcontractors.
- B. 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 Standards 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. LSDBE Certification Information for each Subcontractor (if applicable)
  5. The subcontractor approval request form included herein (SECTION J.10: SUBCONTRACTOR APPROVAL FORMS) should be used to request approval of all Subcontractors on this Contract. The form should be completed for each Subcontractor requested for approval and submitted to the Contracting Officer or his designated representative. Additional copies of these forms are available upon request from the COTR.
- C. Any Work or service so subcontracted shall be performed pursuant to a subcontract agreement, which DCPS 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 DCPS, the Contractor shall remain liable to the DCPS for all Subcontractor's Work and services required hereunder.

#### H.14 USE OF PREMISES



- A. If the Contractor considers it necessary to perform any Work other than during Normal Working Hours, without direction from DCPS, the Contractor shall perform this Work without any additional expense to DCPS.
- B. The Contractor shall use only such entrances to the Work area as designated by the COTR.
- C. Once the installation Work is started, the Contractor shall complete the Work as rapidly as possible and without unnecessary delay.
- D. The Contractor shall occupy only such portions of the premises as required for proper execution of the Contract.
- E. 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.
- F. 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 DCPS property and supplies.
- G. 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. 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 DCPS and other agency of the District of Columbia and/or the Washington Metropolitan Area Transit Authority (WMATA) business.

#### H.15 PATENTS

- A. The Contractor shall hold and save DCPS, its officers, agents, servants and employees, harmless for liability of, any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, article or appliance manufactured or used in the performance of this Contract, including their use by DCPS.

#### H.16 SAFETY PRECAUTIONS

- A. The Contractor shall perform all site, plant and construction work (all 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 Site at all times.
- B. Operators of explosive-actuated tools shall have a training certificate, as required by the Safety Code in their possession.



- C. 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. DCPS, 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 COTR's review and concurrence.
  - D. 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.
  - E. The Contractor shall chute or hoist to the ground any and all the materials being removed from the roof areas or any upper floor.
  - F. The Contractor shall not permit any live wires to be left exposed and unguarded, including open panel boards.
  - G. The Contractor shall cover all open trenches during hours when Work is not being executed, as required for protection of the public.
- H.17 PROGRESS SCHEDULE (See SECTION F.5 PROGRESS SCHEDULES/JOB ORDER COMPLETION TIME)
- H.18 GUARANTEE OF WORK
- A. The Contractor guarantees, for a period of one (1) year after date of Final Completion as established in DCPS' written notification, to repair or replace any Work in which any defects in material 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 DCPS.
  - B. 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.
  - C. 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, DCPS 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 DCPS the sum estimated by the Contracting Officer under the provision of paragraph B 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 DCPS.



- D. The Contractor shall provide DCPS all manufacturer warranty information related to all materials and equipment installed including warranty information that extends the manufacturers guarantee/warranty for periods longer than one (1) year from Final Completion.
- E. Special guarantee: The Contractor shall provide a written guarantee of the following for the extended periods beyond Final Completion and to the extent stated below:
1. Guarantee buried tanks for five (5) years against deterioration to the point of failure and against structural failure due to improper installation procedures.
  2. Guarantee heating and air conditioning equipment, except expendable components such as filters, for the greater of:
    - a. two (2) years, or;
    - b. two (2) full operating seasons or the equivalent thereof against all conditions except vandalism or improper maintenance.
  3. Guarantee of built-up roof and flashing systems for twenty (20) years by the manufacturer of the roofing material and as such provide a No Dollar Limit (NDL) twenty (20) year warranty issued by the manufacturer. All roofing material to be installed by manufacturer certified installers.
  4. Guarantee of modified built-up roof and flashing systems for thirty (30) years by the manufacturer of the roofing material and as such provide a thirty (30) year warranty issued by the manufacturer. All roofing material to be installed by manufacturer certified installers.
- F. All special guarantees that are stipulated in the Specifications or other paper forming a part of the Contract shall be subject to the terms of this paragraph insofar as they do not conflict with the provisions containing references to guarantees in the Specifications or such other papers. In case of any conflict, the special guarantee shall take precedence.

#### H.19 PROTECTION

- A. The Contractor shall protect existing public and private property including but not limited to sidewalks, pavements, and landscaping, from damage using methods approved by the COTR such as planking, covering, and 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.
- B. Contractor shall be responsible for personal injury to workmen and the public and shall indemnify and hold DCPS harmless for any such injuries that are incurred during the performance of this Contract.
- C. Nothing contained in the Contract Documents pertaining to installation of fences, barricades or Site protection shall be interpreted as making DCPS a party to, liable for, or relieving the Contractor of:
1. The Contractor's responsibility for materials delivered and Work performed until Final Completion;



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 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.
- D. Site Protection:
1. Watchperson:
    - a. The Contractor shall, at the direction of DCPS employ watchpersons to safeguard the Site.
  2. Lights:
    - a. At the direction of DCPS, the Contractor shall illuminate the worksite during non-daylight hours.

#### H.20 UNDERGROUND SERVICES

- A. ACTIVE: DCPS shall make its best efforts to show all active services on the contract drawings (if provided as part of a Detailed Scope of Work) and in the Specifications. However, DCPS gives no assurance that there are no other active services in areas in which Work is to be performed. If during execution of Work, other active services are encountered that necessitate changes in drawings or Specifications, the Contractor shall make the required adjustments.
- B. INACTIVE OR ABANDONED: If, during execution of Work, the Contractor encounters inactive or abandoned services not shown or specified, the Contractor shall notify the Contracting Officer as set forth in Article 4 of the Standard Contract Provisions.

#### H.21 EXISTING CONDITIONS (where applicable)

- A. The Contractor shall verify by actual measurement existing work required to connect with prior to commencing 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.
- B. By ordering Material or doing Work which is dependent upon coordination with existing building conditions, the Contractor shall verify all dimensions, elevations, grades and pitch by taking measurements at the building or Site and shall be responsible for the correctness of the same.
- C. 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.
- D. By executing a Job Order, the Contractor represents that it has visited the Site(s) and familiarized itself with the local conditions under which the Work is to be performed. DCPS does not undertake to represent or warrant Site or local conditions



---

## H.22 OPERATION AND MAINTENANCE INSTRUCTIONS

- A. Prior to Final Completion of a Job Order the Contractor shall submit to the COTR three (3) copies of operation 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 parts.
  - 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.
- B. 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.
- C. The Contractor shall deliver manuals not less than one (1) week before DCPS personnel assume operation of the system.

## H.23 EROSION AND POLLUTION CONTROL

- A. The Contractor shall provide erosion control facilities as approved and as required for fulfilling the requirements of Health Regulations of the District of Columbia.
- B. 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.
- C. 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.
- D. The Contractor shall maintain effective erosion control for the duration of any suspension of all or a portion of the construction operation.

## H.24 GOVERNMENT INSPECTORS

- A. 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.
- B. The presence of or absence of an Inspector shall not relieve the Contractor from compliance with material and workmanship requirements of the Contract.



---

## H.25 DRAWINGS AND SPECIFICATIONS

- A. Pursuant to Article 2 of the General Provisions, Standard Contract Provisions, the general character and scope of the Work are illustrated by the Construction Task Catalog<sup>®</sup> and Technical Specifications contained in Attachments J.1 and J.2 of the Contract Documents; the Detailed Scope of Work applicable to a specific Job Order and any Drawings or supplemental Technical Specifications issued by DCPS as part of a Job Order's Detailed Scope of Work. Any additional detail drawings and other information deemed necessary by the Contracting Officer may be furnished to the Contractor when and as required by the Work applicable to a specific Job Order.
- B. In case of differences between small and large-scale drawings, the large-scale drawings shall govern.
- C. Where on any of the drawings, a portion of the Work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to those portions indicated in the outline.
- D. Where similar Work occurs in the drawings, the Contractor shall interpret the same in its general sense and not as meaning identical. The Contractor shall work out all the details in relation to their location and their connection with other parts of the Work.
- E. In case of differences between the schedules and small or large scale drawings, the schedules shall govern.
- F. In cases of differences between the Technical Specifications (including supplemental Technical Specifications) and standards, in cases of differences between drawings and the Technical Specifications (including supplemental Technical Specifications), and in cases of differences between Construction Task Catalog<sup>®</sup> descriptions and the Technical Specifications (including supplemental Technical Specifications), the Technical Specifications or supplemental Technical Specifications shall govern.
- G. In cases of differences between Technical Specifications and supplemental Technical Specifications the supplemental Technical Specifications shall govern.
- H. In case of differences between a written Detailed Scope of Work, applicable to a specific Job Order and Drawings, Technical Specifications (including supplemental Technical Specifications, or standards, the written Detailed Scope of Work shall govern.

## H.26 REFERENCE TO CODES AND REGULATIONS

- A. Where the District of Columbia codes and regulations and other codes and regulations are referred to in these Contract Documents, they are minimum requirements.
- B. Where the requirements of these Contract Documents exceed the referred requirements of the codes and regulations, these Contract Documents shall govern.
- C. 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.27 SINGULAR OR PLURAL NUMBERS

April 2007



- A. Where any device or part of equipment is herein referred to in the Technical Specifications or on the drawings in the singular or plural number, such reference shall be deemed to apply to as many such devices as are required to complete the installation as shown on the drawings.

#### H.28 ENGINEERING AND LAYOUT SERVICES

- A. 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 Work and shall be responsible for the accuracy of the finished Work.
- B. DCPS shall make 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 Price Proposal.
- C. The Contractor shall make no change in locations without the written approval of the Contracting Officer.

#### H.29 BUILDING LINES AND BATTER BOARDS (As Applicable)

- A. Prior to commencing construction, the Contractor shall obtain a plat of computations from the D.C. Surveyor's Office to ascertain official reference points from which the property survey can be made.
  - 1. The Contractor shall establish and have platted on Site, all building lines, building restriction lines and property lines shown on drawings, utilizing the service of a registered professional surveyor regularly engaged in such practice.
  - 2. The Contractor shall also establish critical grade and boundaries for construction of facilities where distance measurements are important, utilizing the service of a registered professional surveyor.
  - 3. Within 10 working days of receiving the plat of computations, the Contractor shall submit to the COTR two (2) copies of plat showing such lines and grades with a registered professional surveyor's certification of their correctness.

#### H.30 WALL CHECK (As Applicable)

- A. After foundations are in place and walls have been defined, but before additional construction and Work is effected, the Contractor shall cause a wall check to be made by the same registered professional surveyor who established the building lines and property lines.
- B. The Contractor shall obtain certification by the D.C. Surveyor's Office of the location of the foundation walls by submitting his registered professional surveyor's certification prior to proceeding with construction.

#### H.31 INTERFERENCE

(Mechanical Equipment, Piping, Ducts and Electric Conduits)



- A. The Contractor shall coordinate all mechanical and electrical Work associated with the separate sections of the Specifications with Work of all other trades so as to avoid any interference with installation of pipes, ducts and conduits.
1. The sizes and locations of the pipes, ducts, electrical conduits and the method of running them may be shown on drawings provided, but they are not intended to show every offset and fittings or every architectural or structural obstacle that will be encountered during the installation of the Work. The Contractor shall modify alignment of pipes, ducts and conduits from that shown on the Contract drawings, where necessary, without any additional costs to DCPS.
  2. The Contractor shall furnish such materials and labor, as necessary, to make the piping, ducts and conduit modifications as required, due to building obstructions and to complete the installation in accordance with best practice of the trades and the satisfaction of the COTR.

### H.32 CONTRACT DOCUMENTS FURNISHED

- A. DCPS will furnish to the Contractor, free of charge, two (2) sets of drawings and supplemental Technical Specifications associated with each Job Order, if applicable. The Contractor is responsible for the reproduction or otherwise obtaining all Contract Documents in excess of the numbers stated above, which may be required by him. The Contractor shall use these reproducibles as the basis of the as-built drawings required under SECTION H.38.
- B. Contract Documents to be furnished by DCPS may be obtained, upon twenty-four (24) hours advance notice, from the COTR.

### H.33 PHOTOGRAPHS

- A. Existing Site Condition Photographs: Prior to start of the Work, the Contractor shall provide existing Site condition photographs. They should include photographs of all major areas of the Work to be performed. Particular attention should be paid to 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 a Site which may be subject to damage claims (as applicable). The location of photographs may be specifically directed by the COTR.
- B. Progress Photographs: With each application for payment (but not less than once a month) the Contractor shall submit progress photographs of the Work representative of all major Work areas.
- C. Finished Project Photographs: After the Work has been completed, the Site cleaned up and Work is ready for acceptance by DCPS, the Contractor shall furnish to the COTR photographs of the finished Work representative of all major Work areas
- D. The Contractor shall submit photographs taken using digital cameras and provide printed copies as well as all associated electronic files. The printed photographs should conform to the following:
1. Size- approximately 8 1/2 x 11 inches each.
  2. All photographs shall have the following information printed or typed thereon:



- a. Name of the Contractor;
  - b. Job Order Title and Job Order number
  - c. Subject matter shown on photographs identified;
  - d. Dates taken
- E. Should the photographs provided be other than as specified above, the Contracting Officer shall issue a change order adjusting the Job Order Amount in accordance with Article 3 of the Standard Contract Provisions.

H.34 MODIFICATIONS TO ARTICLE 3, CHANGES, OF THE STANDARD CONTRACT PROVISIONS, GENERAL PROVISIONS SECTION

- A. The purpose of this section is to define a standard making equitable adjustments under Article 3, CHANGES, of the Standard Contract Provisions, General Provisions section.
- B. No changes shall be made unless in pursuance of a written order from the Contracting Officer, stating that DCPS has authorized the extra Work or change, and no claim for an addition to the Job Order Amount shall be valid unless so ordered.
- C. DCPS' Right To Make Changes
  - (1) DCPS, without invalidating the Contract, may at any time change the Detailed Scope of Work referenced in a Job Order by ordering additions to, deletions from, or modifications to the Work. The original Job Order will remain the same and a supplemental Job Order will be developed in accordance to the SECTION H.50 ORDERING PROCEDURE. The Contractor hereby expressly agrees that the Contractor shall have no right to a claim for damages or extended overhead because of changes made by the DCPS. All such changes shall be performed under the conditions of the original Contract except that any claim for extension of Job Order Completion Time caused thereby shall be adjusted at the time of signing of the supplemental Job Order. All such changes in the Detailed Scope of Work shall be authorized only by issuance of a supplemental Job Order.
- D. Cost To DCPS For Changes
  - (1) The cost or credit to DCPS resulting from a change in the Detailed Scope of Work shall be calculated in accordance with SECTION H.50 ORDERING PROCEDURE.

H.35 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 scaffold(s) 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.36 EXISTING EQUIPMENT REMAINING IN USE (Where applicable)

- A. During the Contract term, DCPS personnel will maintain any existing equipment that remains temporarily operational.
- B. The Contractor shall coordinate with the COTR the time for removal of equipment in order to permit the DCPS to salvage components for use on equipment remaining in use.

H.37 TESTING AND CARE OF DRAINAGE FACILITIES

- A. Prior to commencement of Work under the contract, the Contractor shall conduct tests to ascertain the condition of existing drainage lines in accordance with the following requirements:
  - 1. On Job Orders where Work is to be executed in the area of roof drains and areaways drains, the Contractor shall conduct a hose test on each drain line using a  $\frac{3}{4}$  inch inside diameter garden hose without a nozzle and full pressure from an existing hose cock.
  - 2. On Job Orders where Work is to be executed in the area of storm drainage structures such as yard drains, curb drains and catch basins, the Contractor shall conduct a hose test using a fire hose under pressure from a fire hydrant.
  - 3. On Job Orders where new Work is to be connected to existing drainage lines, the Contractor shall conduct a test on each line affected to ascertain that the lines are clear and will handle their full capacity. Test shall be conducted with any apparatus that will establish the rate of flow.
  - 4. In addition to before and after tests specified in subparagraphs A and D of this section, the Contractor shall execute tests on new installations in accordance with the plumbing section of these Specifications.
- B. All testing shall be performed in the presence of a DCPS Inspector and/or the COTR. The Contractor shall notify the COTR two (2) working days in advance of the testing.
- C. The Contractor shall promptly notify the COTR in writing of any existing drain lines found to be deficient. The Contracting Officer will initiate remedial action by DCPS personnel or issue a change order in accordance with provisions of Section H.34.
- D. Subsequent to proof of line clearance, the Contractor will be held responsible for maintaining all lines in clear and clean condition and shall remedy any deficiencies that may occur at no cost to DCPS until the Final Completion of the Job Order. Just prior to Final Completion in



order to demonstrate clearance, the Contractor shall repeat the tests as specified in subparagraph A (1), (2) and (3).

### H.38 AS-BUILT DRAWINGS

- A. General: The Contractor shall, upon completion of all Work, prepare and furnish to the COTR, as specified herein, as-built drawings in a media acceptable to DCPS. The as-built drawings shall be a record of the construction as installed and completed by the Contractor. They shall include all the information shown on the contract set of drawings (if applicable), and all deviations, modifications, or changes from those drawings, however minor, which were incorporated in the Work, including all additional Work not appearing on the contract drawings, and all changes which are made after any final inspection of the Work. In the event the Contractor accomplished additional Work which changes the as-built conditions of the facility after submission of the final as-built drawings, the Contractor shall furnish revised or additional drawings as required to depict final as-built conditions. The requirements for these additional drawings will be the same as for the as-built drawings specified in this paragraph.
- B. Preliminary As-Built Drawings: The Contractor shall maintain a full size set of contract drawings for depicting a daily record of as-built conditions. The drawings shall be maintained in a current condition at all times during the entire duration of the Job Order and shall be readily available for review by the COTR at all times. These drawing shall be updated daily by the Contractor showing all changes from the contract drawings which are made in the Work, or additional information which might be uncovered in the course of construction. The Contractor shall record this information on the prints accurately and neatly by means of details and notes. The As-Built Drawings shall show, but not be limited to, the following details:
1. The location and description of any utility lines or other installations of any kind or description known to exist within the construction area. The location includes dimensions of permanent features.
  2. The location and dimension of any changes within the building or structure, and the accurate location and dimension of all underground utilities and facilities.
  3. Correct grade or alignment of roads, structures, or utilities if any changes were made from contract plans.
  4. Correct elevations if changes were made in Site grading.
  5. Changes in details of design or additional information obtained from working drawing specified to be prepared or furnished by the Contractor, including but not limited to fabrication, erection, installation and placing details, pipe sizes, insulation material, and dimension of equipment foundations.
  6. The topography and grades of all drainage installed or affected as part of the Project construction.
  7. All changes or modifications of the original design that result from final inspection.
  8. Where Contract Drawing or Specifications allow options, only the option actually used in the construction shall be shown on the as-built drawings. The option not used shall be deleted.



- C. Submittals of As-Built Drawings: The Contractor shall submit to COTR for review and approval all As-Built Drawings using the following procedure:
1. Deliver two (2) copies of the preliminary As-Built marked prints to the COTR at the time of final inspection of each facility for review and approval.
  2. If upon review of the preliminary As-Built Drawings, the COTR finds errors or omissions, the COTR will return the drawings to the Contractor for corrections. The Contractor shall complete the corrections and return the drawings to the COTR within ten (10) calendar days.
  3. After approval, the COTR will return one (1) copy of the As-Built marked up print, along with the original contract Mylar to the Contractor for use in preparation of the final As-Built Drawings.
  4. The Contractor shall incorporate the information from the approved preliminary As-Built Drawings into the final As-Built mylar in a neat, accurate and professional manner and deliver the same to the COTR.
- D. Draftsmanship: The Contractor shall employ only personnel proficient in the preparation of engineering drawings to standard, who are satisfactory and acceptable to the COTR to modify reproducible contract mylar or prepare new drawings. All additions and corrections the Contractor makes to the contract mylar shall be neat, clean, and legible and shall match the adjacent existing line work or lettering annotated in type, density, size and style. The Contractor shall prepare all pencil work with plastic drawing lead suitable for use on mylar material, and shall use the grade of lead that will produce a sharp clear heavy black line similar to ink.
- E. Final As-Built Drawings: The Contractor shall letter or stamp the final revisions to the As-Built drawings with the words "RECORD DRAWING" in letters at least 3/8 inch high placed above the title block, if space permits; if not, below the title block between the border and the trim line. The date of completion and the words "REVISED AS-BUILT" shall be placed in the revision block above the latest existing revision notation. The COTR will not permit markings on the reverse side of the drawings. The Contractor shall use the following details for labeling, sizing and formatting the drawings:
1. Title block to be used for any new as-built drawings shall be similar to that used on the original drawings.
  2. New or added drawings shall be full size to match the overall dimensions of the DCPS supplied mylar.
  3. The COTR will review any final as-built drawings for accuracy and conformance to the drafting standard and other requirement contained in this and other sections. The Contractor shall make all corrections, changes, additions, and deletions required to meet these standards.
  4. The Contractor shall complete and return the final as-built record drawings (mylar) and return the same to the COTR within sixty (60) calendar days after the final inspection of the facility to which the drawings apply, unless additional time is granted by the COTR.
  5. If DCPS furnishes the original contract drawings in digital format the Contractor shall submit the as-built drawings on CD (3 copies) using the latest version of AutoCAD or other media acceptable to DCPS.



H.39 INSPECTOR'S OFFICE (As Applicable)

- A. If directed in the Detailed Scope of Work, applicable to a specific Job Order, the Contractor shall provide on-site working spaces for the DCPS Inspectors. The minimum requirements for such spaces (unless stated otherwise in the Detailed Scope of Work) are as follows:
1. The Contractor shall provide a neat, tightly constructed, weatherproof, well lit office trailer having minimum area of 200-250 square feet, equipped as follows:
    - a. Clothes closet with hat shelf, rod and hooks.
    - b. Drinking water and chemical or water borne toilet facilities in side trailer.
    - c. Telephone service (not pay station) consisting of individual line with audible bell on outside of building, of different tone from Contractor's phone. The Contractor will not be required to pay for long distance calls by inspector. Phone service shall include call waiting feature.
    - d. Electrical wiring, lighting fixtures, convenience outlets and electric power service.
    - e. Locks for exterior doors and windows.
    - f. Two (2) chairs or stools.
    - g. Files for drawings, samples and correspondence.
    - h. Heating facilities.
    - i. Cooling facilities.
    - j. Minimum of one  $\frac{3}{4}$  ton capacity, 110 volt air conditioning unit mounted where approved in a cut-out in the wall (not window mounted) and connected to electrical service.
    - k. Unit shall be comparable in quality to equipment by Fedders, Westinghouse, Chrysler, Mitchell or other "standard brand".
    - l. Copier, fax and scanner (3 in 1) machine with a phone line.
    - m. Brand new desk top computer loaded with latest version of MS Office Suite and a printer with e-mail and internet capability and a separate phone line, if required for this purpose.
  - B. The Contractor shall furnish a trailer in good condition, of a nominal size of 20/25 feet x 10 feet having furnishings as stated above and as approved by the Contracting Officer, for the office use.
  - C. After completion of Work, the office shall become the property of the Contractor and be removed from the Site by the Contractor.
  - D. The Contractor shall provide any necessary maintenance required during the Job Order Completion Time for the inspector's office.
  - E. Providing an Inspector's office facilities under this Contract will be an unusual occurrence specific to a particular Job Order. If so required by DCPS the Contractor shall be entitled to



compensation through means of utilization of applicable construction tasks from the Construction Task Catalog<sup>®</sup> being incorporated into the Contractor's Price Proposal.

H.40 51% DISTRICT RESIDENTS NEW HIRES/FIRST SOURCE EMPLOYMENT AGREEMENT (See Section J.4 First Source Employment Agreement)

- A. The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. ("First Source Act").
- B. The Contractor shall enter into and maintain, during the term of the Contract, a First Source Employment Agreement, Attachment J.4, in which the Contractor shall agree that:
  - 1. The first source for finding employees to fill all jobs created in order to perform this Contract shall be the Department of Employment Services ("DOES"); and
  - 2. The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.
- C. The Contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the Contract, a First Source Agreement Contract Compliance Report ("contract compliance report") verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the Contract shall include the:
  - 1. Number of employees needed;
  - 2. Number of current employees transferred;
  - 3. Number of new job openings created;
  - 4. Number of job openings listed with DOES;
  - 5. Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
  - 6. Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
    - a. Name;
    - b. Social Security number;
    - c. Job title;
    - d. Hire date;
    - e. Residence; and
    - f. Referral source for all new hires.
- D. If the contract amount is equal to or greater than \$100,000.00(this clause applies to all JOC Contracts), the Contractor agrees that 51% of the new employees hired for the Contract shall be District residents.
- E. Annually the Contractor shall:



1. Document in a report to the Contracting Officer its compliance with the paragraph D of this clause; or
2. Submit a request to the Contracting Officer for a waiver of compliance with paragraph D of this clause and include the following documentation:
  - a. Material supporting a good faith effort to comply;
  - b. Referrals provided by DOES and other referral sources; Advertisement of job openings listed with DOES and other referral sources; and
  - c. Any documentation supporting the waiver request pursuant to paragraph F of this clause.
- F. The Contracting Officer may waive the provisions of paragraph D of this clause if the Contracting Officer finds that:
  - a. A good faith effort to comply is demonstrated by the Contractor;
  - b. The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract Work is performed inside the Washington Standard Metropolitan Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, 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.
  - c. The Contractor enters into a special workforce development training or placement arrangement with DOES; or
  - d. DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the Contract.
- G. Upon receipt of the Contractor's Annual compliance report and related documentation pursuant to Paragraph D of this clause and Paragraph E of this clause, the Contracting Officer shall determine whether the Contractor is in compliance with Paragraph D of this clause or whether a waiver of compliance pursuant to Paragraph F of this clause is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer (CFO) and the COTR.
- H. Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to Paragraph E of this clause, 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. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the Contract any decision of the Contracting Officer pursuant to this Paragraph H of this clause.
- I. The provisions of Paragraph D of this clause through Paragraph H of this clause do not apply to nonprofit organizations.



---

H.41 AUDITS, RECORDS, AND RECORD RETENTION

- A. At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by DCPS and an overpayment is found, the Contractor shall reimburse DCPS for said overpayment within thirty (30) days after written notification.
- B. The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by DCPS under the Contract that results from this solicitation.
- C. The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the Contract for a period of five (5) years after termination of the Contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the Contract
- D. The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, DCPS, District, or other personnel duly authorized by the Contracting Officer.
- E. Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Contractor's Contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- F. The Comptroller General:
  - 1. The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this Contract or a subcontract hereunder.
  - 2. This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
  - 3. Reports: If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:
    - a) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
    - b) The data reported.
  - 4. Availability: The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in SECTION H.41, paragraphs F.1 through F.3, for examination, audit, or reproduction, until 3 years after final payment under this Contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this Contract. In addition:



- a) If this Contract is completely or partially terminated, the Contractor shall make available the records relating to the Work terminated until 3 years after any resulting final termination settlement; and
  - b) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this Contract until such appeals, litigation, or claims are finally resolved.
5. The Contractor shall insert a clause containing all the terms of this clause, including this SECTION H.41, paragraph F.5, in all subcontracts and assignments under this Contract that exceed the small purchase threshold of \$100,000, and:
- a) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
  - b) For which cost or pricing data are required; or
  - c) That requires the subcontractor to furnish reports described in F.4 of this clause.

#### H.42 PUBLICITY

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

#### H.43 FREEDOM OF INFORMATION ACT

- A. The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires DCPS to make available for inspection and copying any record produced or collected pursuant to a DCPS 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 SECTION G.10 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 reliability of the records. DCPS 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.44 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

- A. 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.45 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

- A. 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.46 LSDBE SUBCONTRACTING

- A. All Contractors (JOC Prime Contractors with both Open market and Set-Aside Contracts) must subcontract 35% of the dollar value of the Contract to contractors that hold current (at the time of subcontract) certificates of registration as LSDBE contractors issued by the D.C. Department of Small and Local Business Development.
- B. Both estimated and actual LSDBE subcontracting participation will be tracked on each and every Job Order (see SECTION H.50 ORDERING PROCEDURE). Actual LSDBE subcontractor participation on individual Job Orders may vary from the overall 35% requirement; however, failure to meet or exceed the 35% LSDBE subcontracting participation requirement on the cumulative dollar value of Job Orders issued under the Contract shall be considered a material breach of Contract, which shall result in no further Job Orders being issued to the Contractor, no execution of Optional Contract Terms and/or provide grounds for termination.

H.47 APPRENTICES

- A. All prime Contractors and Subcontractors who contract with the DCPS 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).

H.48 ENVIRONMENTALLY PREFERABLE SOLVENT GOALS

A. Environmentally Preferable Products Goals

1. The DCPS is seeking contractors to provide environmentally preferable and effective solvent products that support the District's environmentally preferable purchasing (EPP) contracting initiative.
2. Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

B. Environmentally Preferable Solvent Products

1. Solvents are fluids or a mixture of fluids capable of dissolving substances to produce compositions for industrial value.
2. Solvent products subject to the requirements of this clause include, but are not limited to, the following classes:



- a. Alcohols. Alcohols are solvents that dissolve substances such as shellacs, vinyls, acrylics, epoxies and silicones.
- b. Aliphatic Hydrocarbons. Aliphatic hydrocarbons are solvents often found in coatings and insecticides. Commonly used as degreasers and solvents for acrylics and epoxies. Common aliphatics include mineral spirits, paint thinner, petroleum distillates, VM&P Naphtha, kerosene, gasoline and heptane (all of which are extremely flammable).
- c. Aromatic Hydrocarbons. Aromatic hydrocarbons are substances used in printing, fiberglass-reinforced products, glues and veneers. Common aromatics include toluene (toluol), xylene (xylol), coal-tar naphtha, styrene and benzene.
- d. Chlorinated Hydrocarbons. Chlorinated hydrocarbons are commonly used degreasers, dry cleaning agents, rubber solvents and paint strippers found in coatings, resins and tars. Common chemicals in this class include perchloroethylene, methylene chloride, carbon tetrachloride, methyl chloroform and trichloroethylene.
- e. Glycols. Glycols, which are water-soluble solvents used as lubricants, are found in cosmetics, coatings, resins and dyes. Glycol ethers include butyl cellusolve (2-butoxyethanol), cellusolve (2-ethoxyethanol), methyl cellusolve (2-methoxyethanol), and cellusolve acetate (2-ethoxyethyl acetate). Most common glycol ethers are combustible.
- f. Esters. Esters have differing chemical properties depending on their use including methyl formate, ethyl acetate, isopropyl acetate, methyl acetate, secamylacetate, and isoamyl acetate (banana oil).
- g. Ethers. Ethers are ingredients in dyes, resins, waxes, cellulose nitrate and fuels, including ethyl ether, tetrahydrofuran, dioxane and isopropyl ether.
- h. Ketones. Ketones are solvents for dyes, resin and waxes that are used to manufacture plastics, synthetic fibers, explosives, cosmetics and medicines. Some examples of ketones include acetone, methyl ethyl ketone, cyclohexanone and isophorone.
- i. Other Solvents. Other types of solvents include freon, turpentine, dimethylformamide and carbon disulfide.

### C. Solvent Environmental Requirements

The Contractor shall avoid the following hazards when using solvent products during the performance of this Contract:

#### 1. Health Hazards

- a. Bodily Contact- The Contractor shall not use solvent products that irritate or harm the skin, eyes, nose and throat from direct contact with the solvents;
- b. Inhalation- The Contractor shall not use solvent products that when inhaled causes headaches, nausea, vomiting and dizziness from contact with the solvents; and,



- c. Ingestion- The Contractor shall not use solvent products that if ingested or exposed to for a period of time cause damage to the brain, liver, kidney, respiratory system and nervous systems.

2. Physical Hazards

- a. Flammable materials are substances that will easily ignite, burn and serve as fuel for a fire. The flash point is the lowest temperature at which a liquid gives off enough vapors which, when mixed with air, can be easily ignited by a spark. The lower the flash point, the greater the risk of fire or explosion.
- b. The Contractor shall not use solvent products that are a potential fire hazard or have a low flash point. A solvent is flammable and a serious fire hazard if its flash point is below 37.8C (100F).

D. Prohibited Solvents

The following solvent products are recognized by the National Institute for Occupational Safety and Health (NIOSH) as carcinogens, ozone-depleting solvents or as reproductive hazards in the workplace and shall not be used:

Benzene	Carbon tetrachloride
Trichloroethylene	1,1,2,2-tetrachloroethane
2-methoxyethanol	2-ethoxyethanol
Methyl chloride	Trichlorotrifluoroethane
Chlorinated Fluorocarbon Compounds	

E. Packaging Reduced/Recyclable

1. If possible, the Contractor shall use products that are in reusable, refillable, or recyclable containers or are otherwise made from recycled content products.
2. No products shall be delivered in aerosol cans.
3. All products must be available in non-aerosol containers such as ready- to- use pump action sprays, air-charged refillable containers, or spray bottles.

F. Product Safety

1. The Contractor shall be responsible for:
  - a. Any damage to personnel, buildings, furniture or equipment directly traceable to their use or transportation of prohibited products.
  - b. Any spills or leaks that occur during the use or transportation of their products.
  - c. Evacuating and warning individuals that might be affected by any spills or leaks that occur when their products are being used or transported.
  - d. Paying the clean up cost for any spills or leaks that occur while they are using or transporting their products.



H.49 ENVIRONMENTALLY PREFERABLE PAINT PRODUCTS

A. Environmentally Preferable Products Goals

1. DCPS is seeking contractors to provide environmentally preferable and effective paint products that support the District's environmentally preferable purchasing (EPP) contracting initiative.
2. Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

B. Paint Environmental Requirements

1. The requirements and restrictions contained in this clause shall apply to all architectural and anti-corrosive paints used during the course of this Contract.
2. Due to the documented health risks associated with high Volatile Organic Compound (VOCs) levels, the Contractor shall use only paint and paint products that do not exceed the maximum allowable VOC content in the table below for each type of paint:

<u>Product Type</u>	<u>Type of Paint</u>	<u>VOCs (grams/liter)</u>	<u>VOCs (pounds/gallon)</u>
Category I	<u>Interior</u>		
	Architectural		
	a. Flat	50 g/l	0.42 lb/gal
	b. Non-Flat	150 g/l	1.25 lb/gal
Category II	<u>Exterior</u>		
	Architectural		
	a. Flat	100 g/l	0.83 lb/gal
	b. Non-Flat	200 g/l	1.66 lb/gal
Category III	<u>Anticorrosive</u>		
	a. Flat	250 g/l	2.1 lb/gal
	b. Semi-Gloss	250 g/l	2.1 lb/gal
	c. Gloss	250 g/l	2.1 lb/gal

C. Prohibited Paint Components



Paints often contain inorganic and organo-metallic components used as preservatives, additives and pigments. The following is a list of organic compounds and components prohibited under this Contract:

1,1,1 Trichloroethane	Formaldehyde
1,2 Dichlorobenzene	Hexavalent chromium
Acrolein	Isophorone
Acrylonitrile	Lead
Antimony	Mercury
Benzene	Methylene chloride
Butyl benzyl phthalate	Methyl ethyl ketone
Cadmium	Mehtyl isobutyl ketone
Di (2-ethylhexyl) phthalate	Naphthalene
Dimethyl phthalate	Toluene (Methylbenzene)
Di-n-butyl phthalate	Vinyl Chloride
Ethylbenzene	

D. Packaging

Paint cans and their components shall not be fabricated with lead.

E. Product Safety

1. The contractor shall be responsible for:

- a. Any damage to personnel, buildings, furniture or equipment directly traceable to their use of prohibited paint.
- b. Evacuating and warning individuals that might be affected by any spills or leakages directly traceable to their use of prohibited paint.
- c. Any spills or leaks that occur during the use or transportation of their products.
- d. Paying the clean up cost for any spills or leaks that occur while they are unloading, transporting or otherwise using their products.

---

THE FOLLOWING CLAUSES MAY BE UNIQUE TO JOB ORDER CONTRACTING. THEREFORE, BIDDERS ARE INSTRUCTED TO CAREFULLY READ AND UNDERSTAND THEM

---

H.50 ORDERING PROCEDURE

- A. Initiation of a Job Order- As the need exists for performance by the Contractor under the terms of the Contract; DCPS will notify the Contractor of a Project by issuing a notice of a



Joint Scope Meeting. The Contractor shall be required to be available to attend a Joint Scope Meeting within forty-eight (48) hours from receipt of a notice of a Joint Scope Meeting.

The Contractor shall attend the Joint Scope Meeting and be prepared to discuss, at a minimum:

- (1) the general scope of the Work
- (2) methods and alternatives for accomplishing the Work and value engineering
- (3) access to the Site and protocol for admission/access
- (4) hours of construction operation
- (5) staging area
- (6) specific quality requirements for equipment and material
- (7) requirements for catalog cuts, technical data, samples, shop drawings and Incidental Design
- (8) the presence of hazardous materials
- (9) temporary services and shutoffs
- (10) safety issues/concerns/procedures
- (11) liquidated damages
- (12) construction duration
- (13) date on which Price Proposal is due.

- B. Detailed Scope of Work (DSOW) Development and Issuance of a Request for Price Proposal (RFPP)- Upon completion of the joint scoping process, DCPS shall draft a DSOW together with any sketches, drawings, photographs and Technical Specifications required to adequately document the Work to be accomplished and forward to the Contractor. The Contractor will review the DSOW and may request/suggest any changes or modifications. Subsequent to receiving Contractor input, DCPS shall issue a final DSOW in conjunction with an RFPP which will require the Contractor to prepare a Price Proposal for the Work under consideration. The DSOW, unless modified by DCPS, will be the basis on which the Contractor develops its Price Proposal Package and DCPS will evaluate the same. The Contractor does not have the right to refuse to perform any task or Work in connection with a particular Project.

The RFPP will include at a minimum, the following information:

- (1) Master Contract Number
- (2) Job Order Number
- (3) Project Location
- (4) Brief Project Description
- (5) Detailed Scope of Work (inclusive of any Drawings or supplemental Technical Specifications)
- (6) Applicable Wage determination
- (7) Price Proposal Due Date

- C. Preparation of The Price Proposal- Contractor will prepare its Price Proposals in accordance with the following:



- (1) Prepriced Tasks: For Prepriced Tasks the Contractor shall identify the task and quantities required from the Construction Task Catalog<sup>®</sup> necessary to complete the DSOW.
- (2) Non-Prepriced Tasks: Non-Prepriced Tasks shall be separately identified and submitted in the Price Proposal. Information in support of the Non-Prepriced Task shall include, but is not limited to the following:

- a. Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.
- b. If the Contractor performs the Work with its own forces, it shall submit three (3) independent quotes for all material to be installed and shall, to the extent possible, use prepriced labor and equipment from the CTC. If the Work is to be subcontracted, the Contractor shall submit three (3) independent bids from Subcontractors. The Contractor shall not submit a quote or bid from any supplier or Subcontractor that the Contractor is not prepared to use. DCPS may require additional quotes and bids if the suppliers and Subcontractors are not acceptable or if the prices are deemed (in the sole judgment of DCPS) not to be reasonable.
- c. The final price for Non-Prepriced Tasks shall be according to the following formula:

- A= Direct Labor Rate without Fringes (for Trades **not** in the CTC)
- B= Direct Material Costs (supported by three (3) quotes)
- C= Direct Equipment Costs (for Equipment **not** in the CTC)
- D= Subcontractor Costs (supported by three quotes)
- E= Allowable Overhead on Labor= A x 45%
- F= Allowable Overhead and Profit= (A+B+C) x 10%
- G= Subcontractor Allowance= D x 5%

Total Cost of Non-Prepriced Task= A+B+C+D+E+F+G

- d. The total extended price for the Non-Prepriced Task will be determined by multiplying the Unit Price by the quantity required. The price offered in the Price Proposal will be determined by multiplying the total extended price by an Adjustment Factor of 1.0000.
- e. After a Non-Prepriced Task is used in an Job Order, the unit price for such task will be considered to have been mutually established, at the sole discretion of DCPS, and that task and associated unit price (direct costs only, excluding any overhead, profit and Subcontractor allowances) may be incorporated as a Prepriced Task in the Construction Task Catalog<sup>®</sup> which will no longer require further price justification or Contract modification. After inclusion in the Construction Task Catalog<sup>®</sup>, in future Price Proposals the Contractor would utilize the appropriate Adjustment Factor depending on when Work is to be performed and size of the Job Order.
- f. DCPS' determination as to whether a task is a Prepriced Task or a Non-Prepriced Task shall be final, binding and conclusive.

D. Contractor's Price Proposal Package:

- (1) The Contractor's Price Proposal Package shall include, at a minimum:
  - a. Price Proposal (Detail and Summary)
  - b. Non-Prepriced Task Support (if applicable)
  - c. Catalog Cuts, Technical Data Or Samples



- d. List Of Anticipated Subcontractors, Anticipated Subcontract Values, LSDBE participation
- e. Proposed Progress Schedule
- f. Certificates For Any Special Insurance Required
- g. Sample Warranties Or Guarantees For Materials, Equipment Or Systems Proposed

- (2) The Contractor's Price Proposal Package shall be submitted by the date indicated on the RFPP. All incomplete Price Proposal Packages shall be rejected. The time allowed for preparation of the Contractor's Price Proposal Package will depend on the complexity and urgency of the Job Order but should average between seven (7) and fourteen (14) days. On complex Job Orders, such as Job Orders requiring extensive approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the Price Proposal Package and will be so reflected in the Price Proposal Package due date entered on the RFPP.
- (3) The Contractor shall provide all Incidental Design services required in connection with a particular Job Order including drawings and information required for filing.
- (4) Contractor shall make all necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all incidental Design (drawings and sketches, calculations, etc.) and other documents and information that may be required thereof. If the Contractor is required to pay an application fee for any filing, a fee to obtain a building permit, or any other permit fee to the District, or some other government or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a reimbursable cost for which DCPS will reimburse the Contractor dollar for dollar (1:1, no markup). The Contractor may include the fees incurred in its Price Proposal utilizing line item 01204 1001 from the CTC for Reimbursable Fees and apply an Adjustment Factor of 1.0000. The costs of all activities required to obtain the permits (including expediting services) will be at the Contractor's expense.

E. Review of The Price Proposal Package and Issuance of a Job Order:

- (1) DCPS will evaluate (1) the entire Price Proposal and proposed tasks therein and compare these with the DSOW and any estimate DCPS may have prepared to determine the reasonableness of approach, including the nature and quantity of tasks proposed and the means and methods utilized, and; (2) all other components of the Price Proposal Package.
- (2) DCPS reserves the right to reject the Contractor's selection of Subcontractors on individual Job Orders. Failure to include the Subcontractor list in the Price Proposal Package submitted on each Job Order shall be ample cause for rejection of the Price Proposal as non-responsive.
- (3) DCPS reserves the right to reject a Price Proposal, or any other component of the Price Proposal Package, for any reason. DCPS also reserves the right not to issue a Job Order if it is determined, in the sole judgment of DCPS, not to be in its best interest. The Contractor shall have no claim to recover any costs arising out of or related to the development of the Price Proposal Package including but not limited to the costs to attend the Joint Scope Meeting, review of the DSOW, all costs associated with preparing a Price Proposal (and any other component of the Price Proposal Package), any Subcontractor costs incurred, and the costs to review the Price Proposal with DCPS. DCPS may pursue the performance of such Work by other means.
- (4) By submitting a signed Price Proposal to DCPS, the Contractor agrees to accomplish the Work set forth in the DSOW in accordance with the Request for Price Proposal at the price submitted. It is the Contractor's responsibility to include the necessary tasks and quantities in the Price Proposal prior to delivering it to DCPS.



- (5) Each Job Order provided to the Contractor shall reference the DSOW and set forth the price to be paid (Job Order Amount) and the Job Order Completion Time. All clauses of this Contract shall be applicable to each Job Order. Each Job Order shall be accepted by the Contractor and approved by DCPS. A signed copy will be provided to the Contractor. Each Job Order shall include, as a minimum, the following information:
- a. Master Contract Number
  - b. Job Order Number
  - c. Project Location
  - d. A Brief Project Description
  - e. Reference to the Detailed Scope of Work and RFPP
  - f. Supplemental Technical Specifications (if applicable)
  - g. Applicable Accounting/Billing Information
  - h. Job Order Completion Time
  - i. Acceptance Signature Block for the Contractor
  - j. Approval Block for DCPS' Contracting Officer
  - k. Notice to Proceed (NTP) Date
- F. The minimum dollar value of any Job Order will be \$2,000.00 (excluding those associated with change orders) unless the Contractor agrees to a lower minimum.
- G. Each Job Order issued under the Contract is subject to the terms and conditions of the Contract.
- H. Any Job Order may require the performance of Work at multiple Sites.
- I. Unless otherwise authorized in writing by DCPS, the Contractor shall make no change which will increase the Job Order Completion Time, the Job Order Amount, or both.
- J. Unforeseen/latent conditions, additions to and deletions from the Detailed Scope of Work will be addressed via supplemental Job Orders.

#### H.51 PRICE ESCALATION/DE-ESCALATION

- A. The original bid Adjustment Factors are valid for a one (1) year period beginning with the date of execution of the Contract. Thereafter, the Contractor's Adjustment Factors shall be adjusted for each Optional Contract Term to account for construction cost escalation or de-escalation.
- B. A Base Year Index shall be calculated by averaging the twelve (12) month Construction Cost Indices (CCI) for the U.S. Twenty City Average published in the Engineering News Record (ENR) for the twelve (12) months immediately prior to the month of the Contract execution.
- C. A Current Year Index shall be calculated by averaging the twelve (12) month Construction Cost Indices (CCI) for the U.S. Twenty City Average published in the Engineering News Record (ENR) for the twelve (12) months immediately prior to the month of the beginning of any Optional Contract Term.
- D. The Economic Price Adjustment shall be calculated by dividing the Current Year Index by the Base Year Index.
- E. The Contractor's original Adjustment Factors shall be multiplied by the Economic Price Adjustment to obtain the Contractor's new Adjustment Factors effective for the next twelve (12) months of any Optional Contract Term.



- F. Averages shall be obtained by summing the twelve (12) month indices and dividing by twelve (12).
- G. All calculations in this Section shall be carried to the fifth decimal place and rounded to the fourth decimal place. The following rules shall be used for rounding:
  - (1) The fourth decimal place shall be rounded up when the fifth decimal place is five (5) or greater.
  - (2) The fourth decimal place shall remain unchanged when the fifth decimal place is less than five (5).
- H. ENR occasionally revises indices. ENR CCIs used in the calculations described above shall be those currently published at the time the Economic Price Adjustment calculation is performed. No retroactive adjustments will be made as a result of an ENR revision. Revised CCI indices, if any, shall be used in subsequent calculations.

#### H.52 INCIDENTAL DESIGN SERVICES

- A. The Detailed Scopes of Work under this Contract may, on occasion, require the Contractor to provide Incidental Design services. Examples of Incidental Design include abbreviated drawings, sketches, calculations, shop drawings, modified or supplemental Technical Specifications, and as-built drawings. Accordingly, the Contractor shall:
  - (1) Ensure that said Incidental Design meets all applicable District, and Federal (when applicable) regulations codes and conform strictly to the guidelines and criteria outlined in the Specifications. In case of uncertainty of detail, procedure or conflict, the Contractor shall request additional instruction from DCPS. The Contractor is responsible for producing competent, properly coordinated and thorough Incidental Design documents.
  - (2) Visit all Sites of proposed Work, making the measurements necessary to delineate the extent, character and type of Work required at the Sites.
  - (3) The Contractor shall bear all costs for such development of said Incidental Design documents.
  - (4) Design documents required to be signed and or stamped by a professional Architect or Engineer are outside the Scope of Incidental Design.

#### H.53 COMPUTER & COMMUNICATIONS EQUIPMENT REQUIREMENTS

- A. The Contractor will be required to maintain a minimum of one (1) computer system that complies with the minimum specifications listed below.
  - (1) A 1.0 GHz processor, 512MB of RAM, 40 GB Hard drive, Microsoft Windows 2000 or later operating system
  - (2) A Laser Printer
  - (3) A broadband internet connection
- B. DCPS will furnish software to the Contractor for use as a tool to assist with expedient preparation of Price Proposals in response to DCPS needs. The Contractor shall access said



software over the internet. Said software will contain an electronic version (copy) of the Construction Task Catalog® (CTC), in which the Contractor can locate and select desired construction tasks from the CTC. Once the desired construction tasks are selected, the software provides for selection of quantities and based on the selected quantities, will extend and total the price for each Price Proposal. The software will permit introduction of Non-Prepriced Tasks and the application of the Contractor's Adjustment Factors.

- C. The DCPS furnished software is protected by third party copyrights and patents; therefore, the Contractor must observe all restrictions and limitations of the use of such software.

#### H.54 CHARACTER OF THE WORKERS

- A. The Contractor shall employ only competent and efficient laborers, mechanics or artisans and whenever, in the opinion of DCPS, any employee is careless, incompetent, violates safety or security rules, obstructs the progress of the Work, acts contrary to instructions or conducts his/herself improperly, or fails to follow the safety requirements of this Contract, the Contractor shall, upon request of DCPS, discharge or otherwise remove such person from the Work and shall not employ such person, except with the written consent of DCPS. The Contractor shall not permit any person or employee to enter any part of the Work or any DCPS school buildings or facilities connected therewith who is under the influence of intoxicating liquor beverages or controlled substances.
- B. The Contractor and the Contractor's employees shall be subjected to the same general rules of conduct while on DCPS owned, controlled, operated or leased facilities that apply to DCPS employees. DCPS reserves the right to refuse access to any Contractor's or Subcontractor's employee, if DCPS determines it to be in the best interest of DCPS.

#### H.55 COMLIANCE WITH LAWS RULES AND REGULATIONS

- A. The Contractor and any Subcontractor must comply with all DCPS, District of Columbia Government, State and Federal laws, rules, ordinances and regulations applicable to this Contract and to the Work to be done hereunder, whether or not referenced in the Contract Documents.

#### H.56 CONTRACTOR PERFORMANCE EVALUATION

- A. Contractor performance will be evaluated by DCPS upon completion or termination of each Job Order and each Contract Term. The quality of the Contractor's performance in a multiple of performance areas will be rated by DCPS. If the Contractor's performance on an individual Job Order is rated less than satisfactory, the Contractor shall be notified by DCPS. These notifications shall identify specific deficient areas of Contract performance and afford the Contractor the opportunity to correct or present its position concerning areas that were deemed deficient. Each Contractor Performance Evaluation, with any correspondence documenting deficient performance, will be used by DCPS for in determination of Contractor responsibility as it relates to issuing additional Job Orders and/or exercising Optional Contract Terms. Any Contractor that is determined to be not responsible will not be considered for Optional Contract Terms.



H.57 INDEPENDENT CONTRACTOR

- A. The Contractor agrees that, in accordance with its status as an independent contractor, it will conduct itself with such status, that will neither hold itself out as nor claim to be: an officer or employee of DCPS, or the District of Columbia Government, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of DCPS or the District of Columbia Government, including but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.



This Page Intentionally Left Blank



## PART II

### SECTION I: APPLICABILITY OF STANDARD CONTRACT CLAUSES

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

- A. 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 wage determinations applicable to this Contract are as follows:
  - a. General Decision Number DC20070003 02/09/2007 DC3, Mod #0, Construction Type: Building, issued by the direction of the Secretary of Labor.
  - b. Wage Determination 2005-2103, 11/07/2006, Revision #2, Service Contracts, issued by the direction of the Secretary of Labor.
- B. Wage decision changes, such as modifications and superseding decisions, shall be effective, if published prior to the bid due date; and any such changes shall be issued to Bidders by means of an Addendum and the bid due date postponed, if necessary.
- C. Contractors will be required to certify that all laborers and mechanics engaged in the construction of the Project, including those employed by the subcontractors (all tiers), have been paid at least the wage rate and benefits required by the effective wage decision.
- D. The above referenced wage decisions will be in effect for twelve (12) months from the date the Contract is executed. Thereafter, new wage decisions or modifications thereto will be issued and effective at each annual anniversary date of the Contract execution concurrent with the issuance of Economic Price Adjustments issued by DCPS to increase/decrease the Contractor's Adjustment Factors based on the ENR's Construction Cost Index (CCI) for the U.S. Twenty City Average. For example, if the Contract is active for the maximum 12 month duration of each Contract Term, new wage decisions and/or modifications thereto and Economic Price Adjustments would be issued in months 13, 25, 37, and 49.
- E. The Economic Price Adjustments and new wage decisions shall only apply to Requests for Price Proposals (RFPPs) and associated Job Orders issued after the effective date (the anniversary date of the Contract award). If an RFPP is issued prior to the anniversary date of the Contract award, the Contractor shall submit his Cost Proposal using the Adjustment Factor in effective as of the date of the RFPP. Neither the Economic Price Adjustment nor new wage decisions shall have any impact on contractual pricing or required wages for Job Orders issued prior to the effective date.

#### I.3 CONFLICT OF INTEREST



- A. No official or employee of the District of Columbia, DCPS 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.4 EQUAL EMPLOYMENT OPPORTUNITY

- A. In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated in J.7A. An award cannot be made to any bidder who has not satisfied the equal employment requirements as set forth by the Department of Small and Local Business Development.

#### I.5 INSURANCE

- A. GENERAL REQUIREMENTS. Prior to commencement of any Work under this Contract, and in addition to other insurance bonds or securities required by law or under the Contract terms, the Contractor shall procure and maintain during the life of the Contract, the following types of insurance:
  - 1. Commercial General Liability Insurance: The Contractor shall furnish evidence satisfactory to the Contracting Officer with respect to the operations performed by it, its employees and Subcontractor, it carries in its own behalf, Owners' and Contractors' Protective Liability Insurance with minimum \$1,000,000 per occurrence limit for bodily injury and property damage. The Commercial General Liability policy must be endorsed to include coverage for Explosion, Collapse and Underground (XCU). The policy must name the DCPS and the District as an additional insured, contain a waiver of subrogation, and state that coverage is primary and non-contributory.
  - 2. Umbrella/Excess Liability: Contracts must carry Umbrella/ Excess Liability Insurance with \$5,000,000 limits per occurrence. The policy must name the DCPS and the District as an additional insured, contain a waiver of subrogation, and state that coverage is primary and non-contributory. If properties adjacent to the building site present unusual or hazardous conditions, higher Umbrella/ Excess Liability limits may be required
  - 3. Workers' Compensation: The Contractor shall carry according to the statutes of the District of Columbia workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this Contract, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease. The policy must contain a waiver of subrogation endorsement. The Contractor agrees to comply, at all times, with the provisions of the workers' compensation laws of the District of Columbia.
  - 4. Automobile Liability Insurance: The Contractor shall furnish automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the



Project. The policy shall cover the operations performed in the District with a \$1,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be Primary and Non-Contributory.

5. Builder's Risk Insurance: The Contractor shall provide a Builder's Risk policy. The coverage shall be "All Risk" coverage for 100 percent of the projected market value of all Work performed by the Contractor, covering DCPS as a named insured, with a deductible of not more than Five Thousand Dollars (\$5,000.00) each claim.

Waiver of Occupancy Clause or Warranty- the policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy.

An Installation Floater shall be provided when Work includes installation of machinery and/or equipment into existing structures. The coverage shall be "All Risk" coverage including installation and transit for 100 percent of the "installed replacement cost value," covering DCPS as a named insured, with a deductible of not more than Five Thousand Dollars (\$5,000.00) each claim.

The Policy/Floater must be endorsed to provide that the Builder's Risk coverage will continue to apply until Final Completion and final acceptance of the building(s), addition(s), structure(s), or equipment by DCPS.

6. When the Work to be performed includes abatement, encapsulation or other activities involving hazardous materials, certificates of insurance evidencing insurance covering hazardous material exposures, releases, damage and pollution resulting from construction, renovation, remodeling, repair or demolition shall be required. This insurance shall provide coverage for "bodily injury" and "property damage" with a Combined Single Limit in the amount not less than \$1,000,000 per occurrence. The policy(s) shall contain endorsements; name additional insureds inclusive of DCPS and the District (and the Contractor if the policy is provided by a subcontractor); all deemed satisfactory, in the sole judgment of DCPS. The insurance coverage can be provided by the appropriately qualified and licensed Subcontractor. The cost of pollution control insurance is included in the unit prices for hazardous material tasks in the Construction Task Catalog; therefore no additional compensation shall be due the Contractor or Subcontractor for performance of work involving hazardous materials.
  - B. Certificate of Insurance. The Contractor must submit verification of insurance on a standard Certificate of Insurance Associate for Cooperative Operations Research and Development (ACORD) form and receive approval from the Contracting Officer prior to commencement of any Work. The Contractor shall obtain the insurance from responsible companies licensed by the District of Columbia's Department of Banking, Insurance and Securities Regulation and shall deliver the certificate of insurance to the Contracting Officer within ten (10) days of Notice of Intent to Award. The policies of insurance shall provide for at least thirty (30) days written notice to the Contracting Officer prior to their termination or material alteration.
  - C. All insurance policies shall be written naming DCPS as an Additional Insured.
  - D. DURATION. The Contractor shall carry all insurance until all Contract Work is accepted by DCPS. Each insurance policy shall contain a binding endorsement that: The insurer hereby warrants and agrees that it shall not cancel this policy, except after thirty (30) days written notice, by certified mail, to the Contracting Officer.



- E. **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 Site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the Site.
- F. **Measure of Payment.** DCPS will 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 its Adjustment Factors.

#### I.6 ANTI-DISCRIMINATION CLAUSE

##### A. 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 subcontractors, 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 PRE-AWARD APPROVAL

- A. The award and enforceability of the Contract is contingent upon the approval of the District of Columbia Public Schools Board of Education.
- B. The award and enforceability of this Contract is contingent upon D.C. Council Approval, in accordance with D.C. Official Code 2-301.05a which requires any contract over one million dollars over a 12- month period must be approved by the D.C. Council before the award.

#### I.8 DISPUTES

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

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.

- (1) All claims by a Contractor against DCPS arising under or relating to the 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:

- (a) A description of the claim and the amount in dispute;



- (b) Any data or other information in support of the claim;
  - (c) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
  - (d) The Contractor's request for relief or other action by the Contracting Officer.
- (2) The Contracting Officer may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (3) 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.
- (4) 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.
- (5) 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 D.C. Contract Appeals Board.
- (6) 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 D.C. Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.
- (7) (a) 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 DCPS for an amount equal to the unsupported part of the claim in addition to all costs to DCPS attributable to the cost of reviewing that part of the Contractor's claim.
- (b) Liability under paragraph (7)(a), immediately above, shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (8) 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.



- (9) 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 DCPS against a Contractor

- (1) Claim as used in Section C of this clause, means a written demand or written assertion by the DCPS 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.
- (2) (a) The Contracting Officer shall decide all claims by DCPS against a Contractor arising under or relating to a Contract.
- (b) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:
- (i) Provide a description of the claim or dispute;
  - (ii) Refer to the pertinent Contract terms;
  - (iii) State the factual areas of agreement and disagreement;
  - (iv) 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;
  - (v) 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;
  - (vi) Indicate that the written document is the Contracting Officer's final decision; and
  - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the D.C. Contract Appeals Board.
- (c) The decision shall be supported by reasons and shall inform the Contractor of his or her rights as provided herein.
- (d) 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.
- (e) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (3) 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 DCPS as authorized by D.C. Official Code §2-309.04.



- (4) 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.9 CONFIDENTIALITY OF INFORMATION

- A. The Contractor shall keep all the information obtained relating to any employee or customer of DCPS 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.10 TIME:

- A. Time or performance period, if stated in number of days, shall mean calendar days which include Saturdays, Sundays, and Holidays, unless stated otherwise therein.

I.11 OTHER CONTRACTORS:

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

I.12 INCORPORATION AND ORDER OF PRECEDENCE:

- A. The following documents are incorporated herein by reference and in case of any discrepancy the following Order Of Precedence shall apply:
- (1) Bid Form (Section-B),
  - (2) Description/Work Statement (Section C)
  - (3) Special Contract Requirements (Section H),
  - (4) Standard Contract Clauses (Section I),
  - (5) US-DOL Wage Determination Rates (Attachment-J.3),
  - (6) The Detailed Scope of Work pertaining to a specific Job Order (inclusive of any Drawings or supplemental Technical Specifications)
  - (7) Technical Specifications (Attachment J.2),
  - (8) Construction Task Catalog<sup>®</sup> (Attachment J.1),
  - (9) Standard Contract Provisions for use with Construction Projects dated 1973, as amended, and
  - (10) Other components of the Contract Documents in the order that they first appear.

I.13 LAWS AND REGULATIONS INCORPORATED BY REFERENCE

- A. The provision of the following Acts and of representations and stipulations required by the said Acts, together with the provision of acceptable regulations that are made pursuant to these said Acts, are hereby incorporated by reference and, to the extent applicable, these are incorporated by reference in this Competitive Sealed Bid (CSB)/Invitation of Bid (IFB) and any resulting Contract; together with the laws of the District of Columbia, Title 27 (DCMR), or as amended:



## Applicability of Standard Contract Clauses

---

1. Contract Work Standards Act of August 13, 1062, also known as the Contract Work Hours and Safety Standards Act of 1962, 76 Stat. 357-360.
2. Buy American Act of March 3, 1933, c212, Title III, 47 Stat. 1520, as amended.
3. Walsh-Healy Public Contracts Act of June 30, 1936. (Applies only when a contract is \$10,000 or more).
4. Inspection of Supplies, Fixed Price.
5. Inspection of Services, Fixed Price.
6. Responsibility of Supplies (D.C. Code 28.2-602).
7. Stop Work Order (50 U.S.C. App. 20620).
8. F.O.B. Destination (49 U.S.C. 107021); (D. C. Code 1-1551).
9. Freedom of Information Act (5 U.S.C. 552 and as amended).
10. Prompt Payment Act and the Master Business License Program.
11. Employment of Illegal Aliens.
12. Copeland (Anti-Kickback) Act (18 U.S.C. 874 and 40 U.S.C. 276c).
13. Miller Act (40 U.S.C. 270a-270f); (D.C. Law 6-85).
14. Drug Free Work Place (P.L. 100-690).
15. Employment Standards (Wage and Hour 29 C.F.R. 541).
16. Equal Employment Opportunity Obligations (Mayor's Order 85-85 and D. C. Form 2640); (D.C. Code 1-242 and Commissioner's Order No. 73-51).
17. Government of District of Columbia Standard Contract Provisions, Specifications for District of Columbia Government Construction Projects, and Program Fraud Civil Remedies Act of 1986 (Public Law 99-509, 31 U.S.C. 3801-3812).
18. First Source Employment Agreement (Mayor's Order 83-26, and D. C. Law 5-93, dated May 9, 1984).
19. Privacy and Disclosure Act (P.L. 93-579; U.S.C. 552A)
20. Department, Small, Local Disadvantaged Business Enterprises (D.C. Act 9-223 and 12-268).
21. Service Contract Act of 1965 (P.L. 89-286, as amended by P.L. 92-473), and the Davis Bacon Act/CWHSSA, enacted 1962, the DBA/DBRA, enacted 1931, as amended in 1935 and 1964: Title 40 U.S.C.
22. Contract Termination/Default Provisions.



23. Apprenticeship Program for Contracts \$500,000.00 or more, D.C. Law 2-156, as amended by D.C. Law 13-257, effective April 3, 2001; Fitzgerald Act, as amended P.L. 75-308 and U.S.C. Title 50, 50a, and 50b.
24. Rehabilitation Act of 1973, Public Law 93-112, Section 504, as amended and Family Medical Leave Act (FMLA), P.L. 104-199, dated September 21, 1996.

I.14 LIVING WAGE ACT OF 2006

- A. Effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code § 2-220.01 et seq.), as amended (“Living Wage Act of 2006”) applies to all contracts for services in the amount of \$100,000.00 (applicable to all JOC Contracts) or more in a twelve (12) month period. **The current living wage rate is \$11.75.**



This Page Intentionally Left Blank



## PART III

### SECTION J: LIST OF ATTACHMENTS- TABLE OF CONTENTS

*\*\*\*To be considered responsive to this solicitation, the Contractor must ensure full compliance in completing the Attachments listed below, as applicable, and per all instructions.\*\*\**

- J.1 Construction Task Catalog® (CTC)
- J.2 Technical Specifications
- J.3 Required Labor Contract Provisions and Wage Decisions
- J.4 First Source Employment Agreement
- J.4A Employment Agreement
- J.5 Compliance with DC Apprenticeship Program Obligations
- J.6 Standard Contract Provisions for Construction
- J.7 Compliance with Equal Opportunity Provisions
- J.7A Equal Opportunity Compliance
- J.8 Bidder Responsibility/Qualifications
- J.9 Bidder's Bid Submission Checklist
- J.10 Subcontractor Approval Forms
- J.11 DCPS-Contractor Form of Summary Agreement
- J.12 Tax Certification Affidavit
- J.12A Form FR-500 Combined Business Tax Registration Application



This Page Intentionally Left Blank



## Part IV

### SECTION K: Representations, Certifications and Other Statements of Bidders- Table of Contents

*\*\*\*To be considered responsive to this solicitation, the Contractor must ensure full compliance in completing the Representations and Certifications and Other Statements of Bidders listed below, as applicable, and per all instructions.\*\*\**

- K.1 Certification of Eligibility
- K.2 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction  
*(Not Applicable at the Time of Bid)*
- K.3 Payment to Subcontractors and Suppliers Certification
- K.4 Certification of Independent Price Determination
- K.5 Certification Under "Buy American Act" (applicable to purchases of material and equipment) *(Not Applicable at the Time of Bid)*
- K.6 Certification as to Type of Business Organization
- K.7 Metropolitan Washington Council of Government Rider Clause
- K.8 Certification Regarding the Walsh-Healy Act
- K.9 Certification of Environmentally Preferable Products
- K.10 Certification Regarding Drug-Free Work Place



This Page Intentionally Left Blank



SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 SITE VISIT

- A. See SECTION L.24: EXAMINATION OF BID DOCUMENTS AND SITE OF WORK, Paragraph B. regarding site visits. No site visits required prior to bid opening.

L.2 PRE-BID CONFERENCE

- A. A non-mandatory pre-bid conference will be held, for the general purpose of providing a structured and formal opportunity for DCPS to present the overall intent and requirements of the solicitation. All prospective bidders are strongly encouraged to attend with all key personnel that will be assembling its bid (i.e. project manager, estimator, principal, etc).

1. The pre-bid conference will be held at 9:00 A.M., May 8, 2007, and the agenda shall include:
  - a) A discussion of the overall JOC concept;
  - b) A discussion of the specifics of DCPS' JOC program;
  - c) A discussion regarding the responsibility requirements and other conditions required of bidders, and other general bid considerations;
  - d) A discussion of JOC from a contractor's viewpoint (including a mini workshop on how to calculate and submit a bid); and
  - e) An opportunity for prospective bidders to ask questions regarding this solicitation.

2. The pre-bid conference will be held at the following location:

Bertie Backus Middle School Auditorium  
5171 South Dakota Avenue NE  
Washington, DC 20017

For interested bidder's information: The Fort Totten Metro Rail Station is two blocks from the school.

- B. Attending bidders must complete the Pre-Bid Conference Attendance Roster so that bidder attendance can be properly recorded.
- C. Impromptu questions will be permitted and spontaneous answers will be provided at the DCPS' discretion. Verbal answers given at the pre-bid conference are only intended for general discussion and do not represent the DCPS' final position. All oral questions must be submitted in writing no later than 4:00 P.M., May 15, 2007 in order to generate an official answer. Questions shall be addressed to Denise C. Clarke, Supervisory Contract Specialist,



and mailed to DCP Public Schools, Office of Contracts and Acquisitions, 825 North Capitol Street, N.E., Suite 7066, Washington, DC 20002; or faxed to (202) 442-5093; or emailed to [denise.clarke@k12.dc.us](mailto:denise.clarke@k12.dc.us) . Official answers will be provided in writing to all prospective bidders who are listed on the official Plan Holders list as having properly obtained a copy of the solicitation. Answers to bidder's questions will also be posted on both the DCPS website <http://www.k12.dc.us/offices/oca/solicitations.htm> and the OCP website at <http://www.ocp.dc.gov>.

L.3 POST AWARD CONFERENCE

- A. 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:

DC Public Schools  
Office of Contracts and Acquisitions  
825 North Capitol Street, N.E.  
Washington, D.C. 20002

L.4 CONTRACT AWARD

- A. DCPS 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 DCPS.
- B. DCPS intends, but is not obligated, to award an Indefinite-Delivery Indefinite-Quantity (IDIQ) Contract resulting from this solicitation to the lowest responsible and responsive bidder/respondent whose bid meets the requirements and criteria set-forth in this Invitation for Bid, applicable to each Contract identified in the solicitation.

L.5 PREPARATION AND SUBMISSION OF BIDS

- A. Bidders shall submit one (1) signed original plus three (3) copies of their bid. DCPS will not accept a facsimile copy of a bid as an original bid. All items accepted by DCPS, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal Contract.
- B. Each bid shall be submitted in a sealed envelope conspicuously marked on the outside:

"Bid in Response to Solicitation No. GAFM-2007-I-0304  
Contract Identifier

\_\_\_\_\_  
(Insert Applicable Contract Identifier, i.e. Mech-01, GC-01, Elec-01, etc).

- C. If a bidder is submitting a bid on more than one (1) Contract identified in this solicitation, the bidder shall submit each bid applicable to each Contract in a separate sealed envelope with each envelope conspicuously marked as instructed immediately above; with the unique Contract Identifier indicated for each bid.



- D. 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 (excluding: Attachments J.1 (the Construction Task Catalog<sup>®</sup>), and J.2 (the Technical Specifications and the CD-ROM provided).
- E. DCPS may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.
- F. DCPS 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 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than 2:00 PM local time on May 30, 2007.

L.7 WITHDRAWAL OR MODIFICATION OF BIDS

- A. 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.8 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

- A. Bids, modifications to bids, or requests for withdrawals that are received in the designated DCPS 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:

1. The bid or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of bids; or
2. 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 DCPS after receipt.

B. 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.

C. Late Submissions

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



D. 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.

E. Late Modifications

A late modification of a successful bid that makes its terms more favorable to DCPS shall be considered at any time it is received and may be accepted.

L.9 HAND DELIVERY OR MAILING OF BIDS

Hand deliver or mail bids to:

DCPS, Office of Contracts and Acquisition, Bid Reception Desk,

825 North Capitol Street, N.E., 7<sup>th</sup> Floor-Suite 7066, Washington, D.C. 20002

L.10 SUBMISSION OF SUBCONTRACTING PLAN (Not Applicable)

Subcontractors will be identified at the time of Price Proposal Package submission by the Contractor, applicable to a specific Job Order; LSDBE subcontractor participation will be identified at the same time (SECTION H.50 ORDERING PROCEDURE and SECTION C.13 LSDBE SUBCONTRACTING REQUIREMENTS). Use of all subcontractors shall be subject to prior approval by DCPS.

L.11 ERRORS IN BIDS

A. Bidders are expected to read and fully understand information and requirements in the solicitation; failure to do so will be at the bidder's risk.

L.12 QUESTIONS ABOUT THE SOLICITATION AND ADDENDA

A. Prior to bidding, prospective bidders should examine the Contract Documents carefully and submit in writing any requests for:

1. an interpretation or correction of any ambiguity, inconsistency, or error therein.
2. any substantive alteration which they desire to have made in the Contract Documents.

B. To be given consideration, any such requests, must be submitted in writing, addressed, and mailed or faxed to:

Denise C. Clarke  
Supervisory Contract Specialist  
DC Public Schools  
Office of Contracts and Acquisitions  
825 North Capitol Street, N.E., 7th Floor-Suite 7066  
Washington, D.C. 20002  
Telephone Number: (202) 442-5111



Facsimile Number: (202) 442-5093

- C. Such requests must be received by Denise Clarke, Supervisory Contract Specialist, or her designee, no later than 4:00 P.M., May 15, 2007.
- D. Any such interpretation, correction, or alteration, as well as additional provisions the DCPS may decide to include in the Contract Documents, will be issued in writing by the DCPS prior to the opening of bids as an Addendum. A Bidder's failure to request a clarification, interpretation, correction or alteration will preclude such bidder from thereafter claiming any ambiguity, inconsistency, or error which should have been discovered by a reasonably prudent bidder.
- E. Only a written interpretations, corrections, or alterations issued as an Addendum by the DCPS shall be binding. All Addenda shall be binding upon issuance.
- F. DCPS will endeavor to mail or otherwise transmit all Addenda to each firm, person or entity recorded on the Plan Holders List. All Addenda will be posted on the websites listed in Section L.27, Paragraph B. However, bidders are responsible to ensure their receipt of all Addenda. In order to verify the number of Addenda issued, bidders may call the Contracting Officer at the number provided in Section L.12, Paragraph B.

#### L.13 FAILURE TO SUBMIT BIDS

- A. Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Office of Contracts and Acquisitions, Attention: Denise C. Clarke, Supervisory Contract Specialist, 825 North Capitol Street, N.E., Suite 7066, Washington, DC 20002, 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, of the reason for not submitting a bid in response to this solicitation.

#### L.14 BID PROTESTS

- A. In accordance with provisions §903 of the District of Columbia Procurement Practice Act of 1985 ("Act") (D.C Official Code § 2-309.03) as amended all protests shall be filed with the District of Columbia Contract Appeals Board (which has original jurisdiction to decide all protests. of solicitations or awards.
- B. All protests must be filed in accordance with all provisions of §908 of the Act (D.C Official Code § 2-309.08), as amended and the rules of the Contract Appeals Board.
- B. 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 for the solicitation.



L.15 SIGNING OF BIDS

- A. The Contractor shall sign the bid and print or type its name on the Bid Form provided. 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.
- B. All correspondence concerning the bid or resulting Contract will be mailed to the address shown on the Bid Form 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

- A. The bidder shall acknowledge receipt of any addendum to this solicitation by (a) signing and returning any Amendment/addendum with the bid; and (b) by identifying any Amendments/Addenda number(s) and date(s) in the space provided for this purpose in item 14 on page 1 (Solicitation Offer and Award Form). The bidder's failure to acknowledge an Amendments/Addenda may result in rejection of the bid.

L.17 ACCEPTABLE BID GUARANTEES (Not Applicable)

L.18 ACCEPTANCE PERIOD

- A. The bidder agrees that its bid remains valid for a period of 180 calendar days from the bid opening date.

L.19 LEGAL STATUS OF BIDDER

- A. Each bid must provide the following information:
  - 1. Name, Address, Telephone Number, Federal Tax Identification Number and DUNS Number of bidder;
  - 2. District of Columbia license, registration or certification, if required by law to obtain such license, registration or 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;
  - 3. If the bidder is a partnership or joint venture, names of general partners or joint ventures and copies of any joint venture or teaming agreements; and



- B. The DCPS reserves the right to request additional information regarding the bidder's organizational status.

L.20 LOCAL OPERATING FACILITIES (See Section J.8: Bidders Responsibilities/Qualifications)

L.21 TECHNICAL INFORMATION

- A. Any and all Bidders questions or inquiries should be submitted as directed in SECTION L.12 above.

L.22 AWARD LIMITATION

- A. DCPS will not award any of the Contracts resulting from this solicitation to any Contractor or Subcontractor, its affiliates or subsidiaries, at any tier, currently holding or having held a contract with DCPS for the development and implementation of the JOC program.

L.23 BID DOCUMENTS

- A. Persons who obtain bidding materials from anyone other than the DCPS official source specified under SECTION L.27 are hereby notified that any addenda/amendments issued under this solicitation, and not acknowledged by a bidder could affect the bid amount and/or responsiveness determinations.
- B. DCPS assumes no responsibility for furnishing any Amendments/Addenda to anyone who obtains bidding materials through other than the official channels.
- C. Amendments/Addenda to bidding documents and bidding material are available from the issuing office.

L.24 EXAMINATION OF BID DOCUMENTS AND SITE OF WORK

- A. Bidders will be held to have:
  - 1. Examined the IFB Documents carefully and prior to submitting their bid shall make a written request to the Contracting Officer for an interpretation or correction of any ambiguity, inconsistency or error therein which should be discovered by a reasonable and prudent bidder.
  - 2. At the time of bid opening, each bidder shall be presumed to have read and to be familiar with the IFB Documents in their entirety. The failure or omission of any bidder to receive or examine any part of the IFB Documents shall in no way relieve any bidder from any obligation in respect to the bid of such bidder.
- B. Site Visits:
  - 1. Contractors will be required to visit each and every Site where Work shall be performed; the visit will be with DCPS staff for the purpose of conducting a Joint Scope Meeting. The



Joint Scope Meeting is for the purpose of discussing and clarifying Work to be performed prior to DCPS issuing a Detailed Scope of Work and a Request for Price Proposal (RFPP), applicable to each Job Order. See SECTION H.50: ORDERING PROCEDURE.

#### L.25 PAYMENT AND PERFORMANCE BONDS

- A. The successful bidder shall be required to furnish satisfactory performance and payment bonds in the amounts applicable to each Contract as indicated in Contract Table 1, located in SECTION C.3: CONTRACTS IDENTIFIED IN THIS SOLICITATION, for the duration of the Contract. If for any reason, such bond amounts cease to be adequate to cover the dollar value of Job Orders issued and/or uncompleted Work, the Contractor shall at his/her/its expense furnish an additional bond or bonds. In such event, no further payments to the Contractor shall be deemed to be due, or new Job Orders issued under the Contract until such new or additional security for the faithful performance of the Work is furnished by the Contractor in manner and form satisfactory to DCPS.

#### L.26 STANDARDS OF RESPONSIBILITY

There are certain areas of information regarding a bidder's demonstrable responsibility required to be submitted at the time of bid. Those areas of information are enumerated in SECTION J.8: BIDDER'S RESPONSIBILITY/QUALIFICATIONS.

In addition, subsequent information may be requested by DCPS and required to be submitted as described below:

Pursuant to 27 DCMR, 2200.4 (a) through (h), the prospective Contractor shall submit the following documentation, within ten (10) days of the request by DCPS, in order to be determined responsible:

- a. Evidence of financial resources adequate to perform the Contract, or ability to obtain them;
- b. Evidence of ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- c. A satisfactory performance record;
- d. A satisfactory record of integrity and business ethics;
- e. The necessary organization, experience, accounting and operational controls and technical skills, or the ability to obtain them;
- f. Compliance with the applicable District licensing and tax laws and regulations;
- g. The necessary production, construction and technical equipment and facilities or the ability to obtain them, and
- i. Other qualifications and eligibility criteria necessary to receive an award under the applicable laws and regulations.

If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available



information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be non-responsible.

L.27 AVAILABILITY OF BID DOCUMENTS

- A. Bid Documents may be examined and obtained at the District of Columbia Public Schools, Office of Contracts and Acquisitions, 825 North Capitol Street, N.E., 7<sup>th</sup> Floor-Suite 7066, Washington, DC, 20002 between the hours of 9:00 AM and 4:00 PM, Monday through Friday. Inquiries regarding obtaining Bid Documents may be made by contacting Denise C. Clarke, Supervisory Contract Specialist or her designee at (202) 442-5111 or [denise.clarke@k12.dc.us](mailto:denise.clarke@k12.dc.us).
- B. A copy of the Bid Documents may be obtained, free of charge, by signing a Plan Holders List and providing his/her name, title, company he/she is representing, phone number, fax number, email address and a street address at which to receive Addenda information. In addition, Bid Documents can be downloaded electronically from <http://www.k12.dc.us/offices/oca/solicitations.htm> and <http://www.ocp.dc.gov> .
- C. Attachments J.2a, J.2b, J.2c, J.2d and J.2e (the Technical Specifications) will be provided in electronic format only (on CD-ROM), all other components of the Bid Documents will be in provided in printed form and electronic form (on CD-ROM), inclusive of Attachments J.1a and J.1b (the Construction Task Catalog).
- D. Bid Documents will not be mailed or couriered to bidders.

L.28 INAPPROPRIATE CONTRACTOR CONTACT WITH DCPS EMPLOYEES

- A. Prospective bidders are advised that they are not permitted to contact or communicate with DCPS employees about a matter related to this solicitation, except for as provided in SECTION L.12 QUESTIONS ABOUT THE SOLICITATION AND ADDENDA.



This Page Intentionally Left Blank



## SECTION M: EVALUATION PREFERENCES

### M.1 Application of Preferences

- A. Under the provisions the District of Columbia's "Small, Local and Disadvantaged Business Enterprises Development and Assistance Act of 2005" (the Act), the DCPS shall apply preferences in evaluating bids from Bidders (prime contractors) that meet the definition of a:

Local Business Enterprise (LBE),  
Small Business Enterprise (SBE),  
Disadvantaged Business Enterprise (DBE),  
Resident-Owned Business (RBO),  
Longtime Resident Business (LRB)  
Local Business Located in an Enterprise Zone (DZE).

as defined by the Act.

- B. The preference described herein below will be applied to all Bids for all contracts included in this solicitation (LSDBE) set-aside contracts and Open Market contracts). The preference for which a bidder is eligible for and which are supported with valid and current certificates of registration documentation issued by the District of Columbia Department of Small and Local Business Development (DSLDB) shall be applied on the Bid Form found in SECTION B: BID FORM of this solicitation.

### M.2 Preferences Available

- A. A two percent (2%) reduction in the bid price for a Local Business Enterprise (LBE) certified by the District of Columbia Department of Small and Local Business Development (DSLDB);
- B. A three percent (3%) reduction in the bid price for a Small Business Enterprise (SBE) certified by the District of Columbia Department of Small and Local Business Development (DSLDB);
- C. A two percent (2%) reduction in the bid price for a Disadvantaged Business Enterprise (DBE) certified by the District of Columbia Department of Small and Local Business Development (DSLDB);
- D. A three percent (3%) reduction in the bid price for a Resident-Owned Business (RBO) certified by the District of Columbia Department of Small and Local Business Development (DSLDB);
- E. A ten percent (10%) reduction in the bid price for a Longtime Resident Business (LRB) certified by the District of Columbia Department of Small and Local Business Development (DSLDB)
- F. A two percent (2%) reduction in the bid price for a Local Business Located in an Enterprise Zone (DZE) certified by the District of Columbia Department of Small and Local Business Development (DSLDB);



M.3 Maximum Preference

- A. A certified business enterprise shall be entitled to any an all preferences provided in Section M.2 above, but in no case shall a certified business enterprise be entitled to a reduction in price of more than twelve percent (12%).

M.4 Joint Ventures

- A. Certified Joint Ventures that include certified business enterprises (Local Business Enterprises (LBE), Small Business enterprise (SBE), Disadvantaged Business Enterprises (DBE), Resident-Owned Businesses (RBO), Longtime Resident Businesses (LRB) or Local Businesses located in an Enterprise Zone of the District of Columbia (DZE)) that own and control at least fifty-one percent (51%) of the venture, will receive 100% of the applicable preferences as if it were a certified Local Business Enterprise (LBE), Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE), Resident-Owned Business (RBO), Longtime Resident Businesses (LRB) or a Local Business Located in an Enterprise Zone (DZE).
- B. If a joint venture is selected as a prime contractor and is granted a price reduction as described in SECTION M, or is selected through the set-aside process described in SECTION C.5, the LSDBE shall perform at least 50% of the contracting effort, excluding the cost of materials, goods, and supplies, with its own organization and resources. If the joint venture subcontracts, 35% of the subcontracted effort, excluding the cost of materials, goods, and supplies, shall be with a LSDBE.

M.5 BIDDER SUBMISSION FOR PREFERENCE

- A. Any bidder seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid, the following documentation, as applicable to the preferences being sought:
  - 1. Evidence of the bidder's, or Joint Venture Partnership's certificate of registration or a provisional certificate of registration issued by the Department of Small and Local Business Development

M.6 LSDBE REGISTRATION APPLICATION FORMS

- A. LSDBE APPLICATION FORMS: To ensure the most current forms any bidder seeking to apply for an LSDBE certificate of registration should apply on-line or download the most current forms from the Department of Small and Local Business Development from the website address <http://www.olbd.dc.gov> . Completed forms and supplemental information can be sent to:

Department of Small and Local Business Development  
Attention: LSDBE Certification Program  
441 4th Street, NW, Suite 970N  
Washington, DC 20001

- B. All bidders are encouraged to contact The Department of Small and Local Business Development's Office of Business Opportunities & Access to Capital if additional information



is required on registration for certification procedures and requirements. Contact information follows:

Ms. Tamara Haye  
Business Development Specialist  
Office of Business Opportunities & Access to Capital  
Department of Small and Local Business Development  
441 4<sup>th</sup> Street, NW, Suite 970 North  
Washington, D. C. 20001  
(202) 727-3900

M.7 PENALTIES FOR MISREPRESENTATION

- A. Any material misrepresentation on sworn notarized certification registration forms could result in termination of the Contract, contractor’s liability for civil and criminal action in accordance with the Act and other District laws and possible debarment.

M.8 LSDBE SET ASIDE CONTRACT PREFERENCE AND ELIGIBILITY

- A. This Invitation for Bid contains some contracts that are designated (set-aside) only for Bidders with a current and valid certificate of registration or provisional certificate of registration issued by the Department of Small and Local Business Development indicating the bidder is a Small Business Enterprise (SBE) under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005. Those contracts set-aside for SBEs only are designated as such in Contract Table 2 in SECTION C.5 LSDBE SET-ASIDE CONTRACTS:

- B. A business enterprise shall be eligible for certification as a small business enterprise if the business enterprise:

- 1. is a Local Business Enterprise (LBE), and
- 2. is independently owned, operated and controlled, and
- 3. Is certified by the United States Small Business Administration as a small business concern under the Small Business Act, approved July 18, 1958 (72 Stat.863;15 U.S.C. § 631 et seq) or

Has had average annualized gross receipts for the three (3) years preceding certification not exceeding the following limits:

<u>SBE Procurement Category</u>	
Construction, Heavy (Street and Highways, Bridges, etc.)	\$23 million
Construction, Building (General Construction, etc.)	\$21 million
Construction, Specialty Trades	\$13 million
Goods and Equipment	\$20 million
General Services	\$19 million
Professional Services, Personal Services (Hotel, Beauty, Laundry, etc.)	\$5 million
Professional Services, Business Services	\$10 million
Professional Services, Health and Legal Services	\$10 million
Professional Services, Health Facilities Management	\$19 million
Manufacturing Services	\$10 million
Transportation and Hauling Services	\$13 million
Financial Institutions	\$300 million.



- The SBE Procurement Category applicable to each set-aside Contract under this solicitation is indicated in Contract Table 2 found in SECTION C.5 LSDBE SET-ASIDE CONTRACTS.
- C. A business enterprise that is affiliated with another business enterprise through common ownership, management, or control shall be eligible for certification as a small business enterprise if:
1. The business enterprise seeking certification as a small business enterprise is a local business enterprise;
  2. The consolidated financial statements of the affiliated business enterprises do not exceed the average annualized gross receipt limits established by subsection (a)(3)(B) of this section;
  3. In the event of a parent-subsidary affiliation, the parent company qualifies for certification as a small business enterprise.
- D. If a business enterprise seeking certification as a small business enterprise is affiliated only with one or more business enterprises that are in a different line of business, subsection C of this clause shall not apply, and the business enterprise shall be eligible for certification as a small business enterprise if it meets the requirements of subsection B of this section.
- E. Any Small Business Enterprise (SBE) awarded a Set-Aside Contract shall be required to perform at least 50% of the contracting effort, excluding the costs of materials, goods and supplies with its own organization and resources.



## Attachments-Section J

*(Detailed Attachments Follow)*



This Page Intentionally left Blank



ATTACHMENT J.1

Construction Task Catalog® (CTC)

Provided in 2 Parts:

*(See Separately Printed and Bound Volumes)*

Attachment J.1a (CSI Sections 01-11)

Attachment J.1b (CSI Sections 12-16)



This Page Intentionally Left Blank



ATTCHMENT J.2  
TECHNICAL SPECIFICATIONS

Provided in 3 Parts:

*(Provided to Bidders CD-ROM Only- Affixed to inside front cover of IFB Document)*

- Attachment J.2a (CSI Sections 01-05)
- Attachment J.2b (CSI Sections 06-08)
- Attachment J.2c (CSI Sections 09-14)
- Attachment J.2d (CSI Section 15)
- Attachment J.2e (CSI Section 16)



This Page Intentionally Left Blank



ATTCHMENT J.3

REQUIRED LABOR CONTRACT PROVISIONS AND WAGE DECISIONS



Required Labor Contract Provisions and Wage Decisions

---

This Page Intentionally Left Blank



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



## Required Labor Contract Provisions and Wage Decisions

---

- (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



## Required Labor Contract Provisions and Wage Decisions

---

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 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;



## Required Labor Contract Provisions and Wage Decisions

---

- (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

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona-fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such as apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually



## Required Labor Contract Provisions and Wage Decisions

---

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.

- (ii) 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 who's 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



## Required Labor Contract Provisions and Wage Decisions

---

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 any Job Order 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.



GENERAL DECISION: DC20070003 02/09/2007 DC3

Date: February 9, 2007

General Decision Number: DC20070003 02/09/2007

Superseded General Decision Number: DC20030003

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)

Modification Number	Publication Date
0	02/09/2007

\* ASBE0024-001 10/01/2006

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems	\$ 27.13	13.13

-----

\* ASBE0024-002 10/01/2006

	Rates	Fringes
Hazardous Material Handler Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems	\$ 18.00	6.45

-----



Required Labor Contract Provisions and Wage Decisions

\* ASBE0024-005 10/01/2006

	Rates	Fringes
Fire Stop Technician 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	\$ 22.00	6.24

BRDC0001-001 4/30/2006

	Rates	Fringes
Bricklayer	\$ 25.90	6.19

CARP0132-006 05/01/2006

	Rates	Fringes
Carpenter (Including Drywall Hanging)	\$ 23.37	5.75
Piledriver	\$ 22.47	6.00

ELEC0026-003 09/02/2002

	Rates	Fringes
Communication Technician	\$ 20.60	5.09

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).



Required Labor Contract Provisions and Wage Decisions

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 11/06/2006

	Rates	Fringes
Electrician (Excluding Communication-Low Voltage Wiring)	\$ 32.45	11.32+a

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 05/01/2006

	Rates	Fringes
Power equipment operators:		
Boom Trucks	\$ 25.52	6.42+a
Cranes (35 tons and above)	\$ 26.69	6.42+a+b
Cranes (under 35 tons)	\$ 26.23	6.42+a+b
Forklifts	\$ 18.95	6.42+a
Piledrivers	\$ 26.23	6.42+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 06/01/2006

	Rates	Fringes
Ironworkers:		
Structural, Ornamental and Chain Link Fence	\$ 25.68	11.345



Required Labor Contract Provisions and Wage Decisions

IRON0201-003 05/01/2006

	Rates	Fringes
Ironworker, Reinforcing	\$ 23.45	12.08

LABO0657-001 06/01/2006

	Rates	Fringes
Laborer: Skilled	\$ 18.41	3.84

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, pipelayers, or tile layers, operators of jackhammers, 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 blasters, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen.

LABO0657-002 06/01/2006

	Rates	Fringes
Laborers:		
Mason Tenders (Brick)	\$ 13.91	3.84
Mortarmen, Scaffold Builders	\$ 14.65	3.84

MARB0002-002 05/01/2006

	Rates	Fringes
Marble & Stone Mason	\$ 29.87	11.15

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 05/01/2006

	Rates	Fringes
Mosaic & Terrazzo Worker, Tile Layer	\$ 24.32	8.78
Terrazzo Worker	\$ 25.07	8.78

April 2007



Required Labor Contract Provisions and Wage Decisions

MARB0003-004 05/01/2006

	Rates	Fringes
Marble, Tile & Terrazzo Finisher	\$ 19.59	7.90

PAIN0051-004 06/01/2006

	Rates	Fringes
Glazier Contracts \$2,000,000 and Under	\$ 23.12	7.46
Contracts over \$2,000,000	\$ 24.84	7.46

PAIN0051-010 06/01/2006

	Rates	Fringes
Painters: Brush, Roller, Spray and Drywall Finishers	\$ 22.06	7.31

PLAS0891-003 05/01/2006

	Rates	Fringes
Cement Mason	\$ 25.45	5.46

PLUM0005-007 08/01/2006

	Rates	Fringes
Plumber Apartment Buildings over 4 stories (except hotels), schools, colleges and speculative office buildings, strip shopping centers, churches, water coolers, room air conditioning units, appliances, packaged ice machines and light commercial refrigeration and/or air conditioning systems serving a single business in a single story building and not to exceed 5. h.p. or tons, self-contained package unit up to including 5 h.p. or tons.	\$ 20.64	8.08+a
ALL Other Work.....	\$ 31.52	12.59+a

April 2007



Required Labor Contract Provisions and Wage Decisions

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 08/01/2006

	Rates	Fringes
Steamfitter, Refrigeration & Air Conditioning Mechanic (Including HVAC Pipe Work)	\$ 31.27	12.82+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 01/01/2007

	Rates	Fringes
Sprinkler Fitter	\$ 27.45	13.40

-----  
\* SHEE0100-002 07/01/2006

	Rates	Fringes
Sheet Metal Worker (Including HVAC Duct Work)	\$ 30.39	11.05

-----  
SUDC2000-001 04/12/2000

	Rates	Fringes
Laborer, Unskilled 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	\$ 11.83	2.23
	\$ 20.00	

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

Unlisted classifications needed for work not included within

April 2007



## Required Labor Contract Provisions and Wage Decisions

---

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.

April 2007



Required Labor Contract Provisions and Wage Decisions

---

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.

=====

END OF GENERAL DECISION



Required Labor Contract Provisions and Wage Decisions  
05-2103 DC, DISTRICT-WIDE

WAGE DETERMINATION NO: 05-2103 REV (02) AREA: DC, DISTRICT-WIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD: 05-2104

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor   William W. Gross Director		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210   Wage Determination No.: 2005-2103 Revision No.: 2 Date Of Revision: 11/07/2006
Division of Wage Determinations		

States: District of Columbia, Maryland, Virginia

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

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
-------------------------	-------------------

01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.79
01012 - Accounting Clerk II	15.49
01013 - Accounting Clerk III	17.32
01020 - Administrative Assistant	21.45
01040 - Court Reporter	17.49
01051 - Data Entry Operator I	12.67
01052 - Data Entry Operator II	13.82
01060 - Dispatcher, Motor Vehicle	16.50
01070 - Document Preparation Clerk	12.75
01090 - Duplicating Machine Operator	12.75
01111 - General Clerk I	13.72
01112 - General Clerk II	15.32
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	20.84
01141 - Messenger Courier	10.23
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	15.45
01262 - Personnel Assistant (Employment) II	17.49
01263 - Personnel Assistant (Employment) III	20.84
01270 - Production Control Clerk	20.78
01280 - Receptionist	12.29
01290 - Rental Clerk	15.45

April 2007



## Required Labor Contract Provisions and Wage Decisions

01300 - Scheduler, Maintenance	15.45
01311 - Secretary I	16.11
01312 - Secretary II	17.61
01313 - Secretary III	20.84
01320 - Service Order Dispatcher	15.82
01410 - Supply Technician	21.45
01420 - Survey Worker	17.49
01531 - Travel Clerk I	11.69
01532 - Travel Clerk II	12.57
01533 - Travel Clerk III	13.50
01611 - Word Processor I	13.76
01612 - Word Processor II	15.45
01613 - Word Processor III	17.49
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24.49
05010 - Automotive Electrician	19.43
05040 - Automotive Glass Installer	18.31
05070 - Automotive Worker	18.31
05110 - Mobile Equipment Servicer	15.74
05130 - Motor Equipment Metal Mechanic	20.48
05160 - Motor Equipment Metal Worker	18.31
05190 - Motor Vehicle Mechanic	20.48
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	17.88
05280 - Motor Vehicle Wrecker	18.31
05310 - Painter, Automotive	19.43
05340 - Radiator Repair Specialist	18.31
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	20.48
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.18
07041 - Cook I	11.88
07042 - Cook II	13.18
07070 - Dishwasher	9.76
07130 - Food Service Worker	10.25
07210 - Meat Cutter	16.07
07260 - Waiter/Waitress	8.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.55
09080 - Furniture Refinisher	18.05
09090 - Furniture Refinisher Helper	13.85
09110 - Furniture Repairer, Minor	16.01
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	15.70
11122 - Housekeeping Aide	10.89
11150 - Janitor	10.89
11210 - Laborer, Grounds Maintenance	11.81
11240 - Maid or Houseman	10.41
11260 - Pruner	10.89
11270 - Tractor Operator	14.19
11330 - Trail Maintenance Worker	11.81
11360 - Window Cleaner	11.31

April 2007



## Required Labor Contract Provisions and Wage Decisions

12000 - Health Occupations	
12010 - Ambulance Driver	16.06
12011 - Breath Alcohol Technician	16.06
12012 - Certified Occupational Therapist Assistant	19.99
12015 - Certified Physical Therapist Assistant	19.99
12020 - Dental Assistant	16.90
12025 - Dental Hygienist	40.68
12030 - EKG Technician	24.34
12035 - Electroneurodiagnostic Technologist	24.34
12040 - Emergency Medical Technician	16.06
12071 - Licensed Practical Nurse I	17.15
12072 - Licensed Practical Nurse II	19.18
12073 - Licensed Practical Nurse III	21.38
12100 - Medical Assistant	14.23
12130 - Medical Laboratory Technician	16.96
12160 - Medical Record Clerk	14.96
12190 - Medical Record Technician	16.47
12195 - Medical Transcriptionist	14.96
12210 - Nuclear Medicine Technologist	28.69
12221 - Nursing Assistant I	9.37
12222 - Nursing Assistant II	10.53
12223 - Nursing Assistant III	12.18
12224 - Nursing Assistant IV	13.68
12235 - Optical Dispenser	15.15
12236 - Optical Technician	13.10
12250 - Pharmacy Technician	14.32
12280 - Phlebotomist	13.68
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	31.22
12313 - Registered Nurse II, Specialist	31.22
12314 - Registered Nurse III	37.77
12315 - Registered Nurse III, Anesthetist	37.77
12316 - Registered Nurse IV	45.28
12317 - Scheduler (Drug and Alcohol Testing)	17.57
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.98
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.07
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	24.54
13050 - Library Aide/Clerk	11.38
13054 - Library Information Technology Systems Administrator	22.15
13058 - Library Technician	17.88
13061 - Media Specialist I	15.99
13062 - Media Specialist II	17.88
13063 - Media Specialist III	19.94
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
13110 - Video Teleconference Technician	15.99
14000 - Information Technology Occupations	

April 2007



## Required Labor Contract Provisions and Wage Decisions

14041 - Computer Operator I	15.45
14042 - Computer Operator II	17.49
14043 - Computer Operator III	19.50
14044 - Computer Operator IV	21.67
14045 - Computer Operator V	24.00
14071 - Computer Programmer I (1)	21.60
14072 - Computer Programmer II (1)	25.66
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	15.45
14160 - Personal Computer Support Technician	21.67
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.39
15020 - Aircrew Training Devices Instructor (Rated)	40.64
15030 - Air Crew Training Devices Instructor (Pilot)	46.05
15050 - Computer Based Training Specialist / Instructor	31.26
15060 - Educational Technologist	27.99
15070 - Flight Instructor (Pilot)	46.05
15080 - Graphic Artist	23.02
15090 - Technical Instructor	21.70
15095 - Technical Instructor/Course Developer	26.54
15110 - Test Proctor	17.31
15120 - Tutor	17.31
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.71
16030 - Counter Attendant	8.71
16040 - Dry Cleaner	11.10
16070 - Finisher, Flatwork, Machine	8.71
16090 - Presser, Hand	8.71
16110 - Presser, Machine, Drycleaning	8.71
16130 - Presser, Machine, Shirts	8.71
16160 - Presser, Machine, Wearing Apparel, Laundry	8.71
16190 - Sewing Machine Operator	11.90
16220 - Tailor	12.63
16250 - Washer, Machine	9.44
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.95
19040 - Tool And Die Maker	23.05
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.25
21030 - Material Coordinator	20.54
21040 - Material Expediter	20.54
21050 - Material Handling Laborer	12.65
21071 - Order Filler	13.21
21080 - Production Line Worker (Food Processing)	16.25
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	14.46
21140 - Store Worker I	9.96
21150 - Stock Clerk	14.35
21210 - Tools And Parts Attendant	16.99
21410 - Warehouse Specialist	16.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.35

April 2007



## Required Labor Contract Provisions and Wage Decisions

23021 - Aircraft Mechanic I	22.24
23022 - Aircraft Mechanic II	23.35
23023 - Aircraft Mechanic III	24.52
23040 - Aircraft Mechanic Helper	15.10
23050 - Aircraft, Painter	21.29
23060 - Aircraft Servicer	17.82
23080 - Aircraft Worker	18.09
23110 - Appliance Mechanic	20.60
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.77
23130 - Carpenter, Maintenance	20.36
23140 - Carpet Layer	18.70
23160 - Electrician, Maintenance	24.85
23181 - Electronics Technician Maintenance I	21.36
23182 - Electronics Technician Maintenance II	22.80
23183 - Electronics Technician Maintenance III	24.02
23260 - Fabric Worker	17.90
23290 - Fire Alarm System Mechanic	21.46
23310 - Fire Extinguisher Repairer	16.50
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	19.01
23380 - Ground Support Equipment Mechanic	22.24
23381 - Ground Support Equipment Servicer	17.82
23382 - Ground Support Equipment Worker	18.09
23391 - Gunsmith I	16.50
23392 - Gunsmith II	19.18
23393 - Gunsmith III	21.46
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.99
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	
22.12	
23430 - Heavy Equipment Mechanic	21.46
23440 - Heavy Equipment Operator	21.46
23460 - Instrument Mechanic	21.46
23465 - Laboratory/Shelter Mechanic	20.36
23470 - Laborer	14.27
23510 - Locksmith	19.17
23530 - Machinery Maintenance Mechanic	21.46
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	15.10
23591 - Metrology Technician I	21.46
23592 - Metrology Technician II	22.61
23593 - Metrology Technician III	23.72
23640 - Millwright	23.30
23710 - Office Appliance Repairer	20.36
23760 - Painter, Maintenance	20.36
23790 - Pipefitter, Maintenance	22.76
23810 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	21.46
23850 - Rigger	21.46
23870 - Scale Mechanic	19.18
23890 - Sheet-Metal Worker, Maintenance	21.46
23910 - Small Engine Mechanic	20.05
23931 - Telecommunications Mechanic I	24.43
23932 - Telecommunications Mechanic II	25.75
23950 - Telephone Lineman	22.21

April 2007



## Required Labor Contract Provisions and Wage Decisions

23960 - Welder, Combination, Maintenance	21.46
23965 - Well Driller	21.46
23970 - Woodcraft Worker	21.46
23980 - Woodworker	16.50
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.58
24580 - Child Care Center Clerk	16.15
24610 - Chore Aide	9.58
24620 - Family Readiness And Support Services Coordinator	12.95
24630 - Homemaker	16.75
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.06
25040 - Sewage Plant Operator	20.08
25070 - Stationary Engineer	24.06
25190 - Ventilation Equipment Tender	16.76
25210 - Water Treatment Plant Operator	20.08
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.19
27007 - Baggage Inspector	11.51
27008 - Corrections Officer	18.75
27010 - Court Security Officer	21.42
27030 - Detection Dog Handler	16.67
27040 - Detention Officer	18.75
27070 - Firefighter	21.58
27101 - Guard I	11.51
27102 - Guard II	16.67
27131 - Police Officer I	23.94
27132 - Police Officer II	26.60
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.35
28042 - Carnival Equipment Repairer	13.30
28043 - Carnival Equipment Worker	8.40
28210 - Gate Attendant/Gate Tender	12.68
28310 - Lifeguard	11.29
28350 - Park Attendant (Aide)	14.18
28510 - Recreation Aide/Health Facility Attendant	10.35
28515 - Recreation Specialist	17.57
28630 - Sports Official	11.29
28690 - Swimming Pool Operator	15.32
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.55
29020 - Hatch Tender	20.55
29030 - Line Handler	20.55
29041 - Stevedore I	19.18
29042 - Stevedore II	21.64
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	33.82
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.32
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.68
30021 - Archeological Technician I	16.92
30022 - Archeological Technician II	18.85
30023 - Archeological Technician III	23.53
30030 - Cartographic Technician	24.62
30040 - Civil Engineering Technician	22.19
30061 - Drafter/CAD Operator I	17.77
30062 - Drafter/CAD Operator II	19.87

April 2007



## Required Labor Contract Provisions and Wage Decisions

30063 - Drafter/CAD Operator III	22.15
30064 - Drafter/CAD Operator IV	25.66
30081 - Engineering Technician I	18.80
30082 - Engineering Technician II	21.11
30083 - Engineering Technician III	23.61
30084 - Engineering Technician IV	29.26
30085 - Engineering Technician V	35.26
30086 - Engineering Technician VI	43.30
30090 - Environmental Technician	21.22
30210 - Laboratory Technician	20.42
30240 - Mathematical Technician	24.62
30361 - Paralegal/Legal Assistant I	20.03
30362 - Paralegal/Legal Assistant II	24.82
30363 - Paralegal/Legal Assistant III	30.35
30364 - Paralegal/Legal Assistant IV	36.73
30390 - Photo-Optics Technician	24.62
30461 - Technical Writer I	20.25
30462 - Technical Writer II	24.77
30463 - Technical Writer III	29.97
30491 - Unexploded Ordnance (UXO) Technician I	21.49
30492 - Unexploded Ordnance (UXO) Technician II	26.00
30493 - Unexploded Ordnance (UXO) Technician III	31.17
30494 - Unexploded (UXO) Safety Escort	21.49
30495 - Unexploded (UXO) Sweep Personnel	21.49
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	20.13
30621 - Weather Observer, Senior (3)	21.80
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.90
31030 - Bus Driver	15.95
31043 - Driver Courier	12.71
31260 - Parking and Lot Attendant	8.67
31290 - Shuttle Bus Driver	13.89
31310 - Taxi Driver	13.98
31361 - Truck Driver, Light	13.89
31362 - Truck Driver, Medium	17.09
31363 - Truck Driver, Heavy	18.40
31364 - Truck Driver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	9.78
99095 - Embalmer	21.77
99251 - Laboratory Animal Caretaker I	10.47
99252 - Laboratory Animal Caretaker II	10.85
99310 - Mortician	27.25
99410 - Pest Controller	13.74
99510 - Photofinishing Worker	11.29
99710 - Recycling Laborer	14.50
99711 - Recycling Specialist	17.02
99730 - Refuse Collector	12.86
99810 - Sales Clerk	11.13
99820 - School Crossing Guard	11.37
99830 - Survey Party Chief	19.16
99831 - Surveying Aide	11.91
99832 - Surveying Technician	18.21
99840 - Vending Machine Attendant	11.46

April 2007



## Required Labor Contract Provisions and Wage Decisions

---

99841 - Vending Machine Repairer	14.88
99842 - Vending Machine Repairer Helper	11.46

---

### ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 an hour or \$120.40 a week or \$521.73 a month

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

### THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

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

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

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

\*\* UNIFORM ALLOWANCE \*\*

April 2007



## Required Labor Contract Provisions and Wage Decisions

---

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

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

### Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate Contracting Officer.

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

### Conformance Process:

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

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the Contracting Officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

April 2007



## Required Labor Contract Provisions and Wage Decisions

---

- 3) The Contracting Officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency Contracting Officer, or notifies the Contracting Officer that additional time will be required to process the request.
- 5) The Contracting Officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

END OF DECISION



Required Labor Contract Provisions and Wage Decisions  

---

---

This Page Intentionally Left Blank



ATTACHMENT J.4  
FIRST SOURCE EMPLOYMENT AGREEMENT



This Page Intentionally Left Blank



## FIRST SOURCE EMPLOYMENT AGREEMENT

Contract Identifier: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ (N/A IDIQ Contract)

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_ Ward: \_\_\_\_\_

Nonprofit Organization: (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 subcontractor, 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 are included.
- I. The EMPLOYER shall register an apprenticeship program with the D.C. Apprenticeship Council for construction or renovation contracts or subcontracts totaling \$500,000.00 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 \$500,000.00, 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 \$100,000.00.
- 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, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
  1. The EMPLOYER enters into special workforce development training or placement arrangement with DOES; or DOES certifies that insufficient numbers of District residents in the labor market possess 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 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.



First Source Employment Agreement

---

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signed:

\_\_\_\_\_  
Department of Employment Services

\_\_\_\_\_  
Signature of Employer

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address



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						





This Page Intentionally Left Blank



---

J.4A Employment Agreement



---

This Page Intentionally Left Blank



Contract Identifier \_\_\_\_\_

**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



---

This Page Intentionally Left Blank



ATTACHMENT J.5

COMPLIANCE WITH DC APPRENTICESHIP PROGRAM OBLIGATIONS



This Page Intentionally Left Blank



A. Applicability

The Contractor shall register an apprenticeship program with the D.C. Apprenticeship Council for construction or renovation contracts or subcontracts totaling \$500,000.00 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.

Therefore; it is understood that if the cumulative value of Job Order Amounts issued under this contract equal or exceed \$500,000.00, it is an unconditional requirement that the Contractor register an approved apprenticeship program with the D.C. Apprenticeship Council.

B. Apprenticeship Program Registration

The Authority strongly encourages the Contractor to develop apprenticeship programs and register them with the District of Columbia Apprenticeship Council.

The purpose of the Contractor's apprenticeship program shall be to provide apprentices with systematic on-the-job work experience in all divisions and subdivisions of apprenticeable occupations under the direction of capable and experienced journyworkers. The apprenticeship training should also include classroom related or supplemental training to assist the apprentice in obtaining all the experience, certifications and licensing necessary to function as a journeyworker.

The recruitment, selection, employment and training of apprentices during their apprenticeships, shall be without discrimination on the basis of age, race, color, religion, national origin or sex. The Contractor shall take affirmative action to provide equal opportunity for apprenticeships and shall operate their apprenticeship programs as required under Title 29 of the Code of Federal Regulations, Part 30 and equal opportunity regulations of the District of Columbia.

C. Hiring Of District Residents As Apprentices And Trainees

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:

1. At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia and registered in programs approved by the District of Columbia Apprenticeship Council.
2. The Contractor shall negotiate an Employment Agreement with the District of Columbia Department of Employment Services (DOES) for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.



This Page Intentionally Left Blank



ATTACHMENT J.6

Standard Contract Provisions for Construction



This Page Intentionally Left Blank



# Government of the District of Columbia

## **STANDARD CONTRACT PROVISIONS**

For Use With  
Specifications for  
District of Columbia Government  
Construction Projects  
1973



**PLEASE RETAIN FOR YOUR REFERENCE**

DCPS acknowledges that some of the language in these Standard Contract Provisions may reference District of Columbia governmental departments that may no longer exist under the current District of Columbia governmental organization and may reference laws that have been superseded; therefore, it is mutually understood that: (1) when a Contractor is directed herein to send information to or in any other way interact with a District of Columbia governmental department that no longer exists he/or she is to send information to or interact with the current District of Columbia governmental department responsible for that particular function, and ; (2) for any laws referenced herein for which has been superseded by a more recent law, the most recent law shall apply.



**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES**

WASHINGTON, D. C. 20004 BUREAU OF MATERIAL MANAGEMENT



REPLY TO:

645 G STREET, N.W.

**IMPORTANT NOTICE TO ALL PROSPECTIVE BIDDERS**

This Standard Contract Provisions Booklet is for use with specifications for all District of Columbia Construction Contracts, and will be incorporated therein by reference. This Booklet supersedes the General Provision Booklet dated July 1964 and all Amendments issued thereto.

It is important that this Booklet be retained permanently in your files. Any change that may occur from time to time will be issued by Amendment.

Bidders and Contractors will be held responsible for acquainting themselves fully with all information herein, including all Amendments hereto.

Additional copies may be obtained from this office upon request.

\_\_\_\_\_  
**Eugene L. Bennett**

**Material Management Officer, D. C.**



GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES  
~~BUREAU OF MATERIEL MANAGEMENT~~

STANDARD CONTRACT PROVISIONS FOR USE WITH SPECIFICATIONS FOR DISTRICT  
OF COLUMBIA GOVERNMENT CONSTRUCTION PROJECTS

CHECK LIST

The following check list is furnished for the purpose of maintaining a record of amendments and additions to the Standard Contract Provisions Booklet. These amendments and additions will be transmitted by means of transmittal sheets which will be numbered and issued in numerical sequence.

Transmittal		Transmittal		Transmittal	
Sheet No	Received	Sheet No	Received	Sheet No	Received
1	<u>10/15/75</u>	16	_____	31	_____
2	<u>06/15/78</u>	17	_____	32	_____
3	<u>08/14/78</u>	18	_____	33	_____
4	<u>11/15/79</u>	19	_____	34	_____
5	<u>06/06/79</u>	20	_____	35	_____
6	<u>06/01/81</u>	21	_____	36	_____
7	<u>06/01/81</u>	22	_____	37	_____
8	<u>08/16/82</u>	23	_____	38	_____
9	_____	24	_____	39	_____
10	_____	25	_____	40	_____
11	_____	26	_____	41	_____
12	_____	27	_____	42	_____
13	_____	28	_____	43	_____
14	_____	29	_____	44	_____
15	_____	30	_____	45	_____

NOTE ALL CHANGES TRANSMITTAL NO.1 THRU NO.8 INCLUSIVE HAVE BEEN INCORPORATED INTO THE BODY OF THE MAIN TEXT IN THIS DOCUMENT- (ANY FUTURE AMENDMENTS ARE TO BE INSERTED AS RECEIVED AND THIS CHECK LIST MAINTAINED AS CURRENT)



**INDEX**

<b>INSTRUCTIONS TO BIDDERS</b>	<b>PAGE</b>
Qualification of Bidders .....	178
Bid Documents .....	178
Examination of Bid Documents and Site of Work .....	178
Preparation of Bids .....	178
Error in Bids .....	178
Labor and Material Not Furnished by District .....	178
Addenda and Interpretations.....	179
Alternate Bids.....	179
Bids for All or Part.....	179
Price Schedule Interpretation.....	179
Corrections .....	179
Bond Requirements .....	179
A. Bid Guaranty.....	179
B. Performance Bond .....	180
C. Payment Bond.....	180
C. Bond Source .....	181
Signature to Bids .....	181
Making and Mailing Bids .....	181
Receiving Bids, Modifications or Withdrawals .....	181
Withdrawal of Bids .....	182
Opening of Bids .....	182
Award or Rejection .....	182
Cancellation of Award .....	183
Contract and Bond.....	183
<b>GENERAL PROVISIONS</b>	
Definitions .....	184
Specifications and Drawings.....	184
Changes.....	185
A. Designated Change Orders.....	185
B. Other Change Orders.....	185
C. General Requirements .....	185
Change Order Breakdown .....	186

April 2007



---

Differing Site Conditions .....	187
Termination---Delays .....	187
Termination for Convenience of the District .....	188
Disputes .....	192
Payments to Contractor .....	192
Transfer or Assignment .....	193
Material and Workmanship .....	193
A. General .....	193
B. Surplus Material Use .....	194
C. District Material .....	194
D. Plant.....	194
E. Capability of Workmen .....	194
F. Conformity of Work and Materials .....	194
G. Unauthorized Work and Materials .....	194
Inspection and Acceptance.....	195
Superintendence by Contractor .....	195
Permits and responsibilities .....	196
Indemnification .....	196
Protection Against Trespass.....	196
Conditions Affecting the Work .....	196
A. General.....	196
B. Work and Storage Space.....	196
C. Work on Sundays, Legal Holidays and at Night .....	196
D. Existing Features.....	196
E. Utilities and Vaults .....	196
F. Site Maintenance.....	197
G. Private Work.....	197
H. District of Columbia Noise Control Act of 1977 .....	197
Other Contracts.....	197
Patent Indemnity .....	197
Additional Bond Security.....	197
Covenant Against Contingency Fees.....	198
Appointment of Attorney.....	198
Officials not to Benefit .....	198
Waiver .....	198
Buy American.....	198



A. Agreement ..... 199

B. Domestic Construction Material ..... 199

C. Domestic Component..... 199

Taxes

A. Federal Excise Taxes ..... 199

B. Sales and Use Taxes ..... 199

Suspension of Work ..... 199

Safety Program ..... 200

A. General ..... 200

B. Contractor’s Program Submission ..... 201

Retention of Records ..... 2011

FORMS

Bid Bond-Form No.DC2840-5 ..... 202

Construction Contract-Form No. DC 2640-6 ..... 204

Performance Bond-Form No. DC 2640-7 ..... 206

Payment Bond-Form No.DC28404 ..... 208

LABOR PROVISIONS Davis-Bacon Act..... 210

A. Minimum Wages ..... 210

B. Withholding ..... 211

C. Payroll and Basic Records ..... 211

Convict Labor ..... 211

Apprentices and Trainees ..... 212

A. Apprentices ..... 212

B. Trainees ..... 212

C. Requirements..... 212

Contract Work Hours and Safety Standards Act ..... 213

A. Overtime Basis ..... 213

B. Liability for Unpaid Wages ..... 213

C. Disputes ..... 213

D. Violation Penalty ..... 214

E. Health and Safety Standards ..... 214

Copeland Act..... 214

A. Definition ..... 214

B. Weekly Compliance Statement ..... 214

C. Payrolls and Records ..... 215

D. Payroll Deductions Not Subject to Secretary of Labor Approval ..... 215

E. Payroll Deductions Subject to Secretary of Labor Approval ..... 216



Standard Contract Provisions

---

F. Applications for Secretary of Labor Approval .....	216
G. Action by Secretary of Labor Upon Applications .....	217
H. Prohibited Payroll Deductions .....	217
I. Methods of Payment of Wages .....	217
Equal Opportunity .....	217
Non-segregated Facilities -Termination and Debarment .....	218
Utilization of Minority Business Enterprises .....	218
Form - Weekly Statement of Compliance .....	220
Form - Fringe Benefits Statement.....	221
<del>Commissioner's Order 73-51 (February 1973) Chapter 2621 - Equal Employment Opportunity Contract</del>	
<del>Compliance of the Material Management (Superseded by SECTION J.7).....</del>	<del>54</del>



## INSTRUCTIONS TO BIDDERS

### (Construction)

**ARTICLE 1. QUALIFICATIONS OF BIDDERS** — ~~Bidders shall have the capability to perform classes of work contemplated, have the necessary plant and sufficient capital to execute the work properly within specified time.~~

~~Any bidder who has not performed comparable work for the District within the last 5 years shall submit, at the Contracting Officer's discretion, a certified statement of his organization, plant, manpower, financial resources, and construction experience that he considers will qualify him for proposed contract. This information shall be certified by a Certified Public Accountant for contracts over \$25,000 and submitted on the AGC Form "Standard Questionnaires and Financial Statement for Bidders", obtainable from the Associated General Contractors of America, Inc., at 1957 "B" Street, N. W., Washington, D. C., 20008, or on an approved equivalent form. This requirement is not needed if the bidder has submitted such a statement to the District within a year prior to bid opening date, but will be required if bidder has previously submitted such a statement under one company name or organization or joint venture and is now bidding under another company name or organization or joint venture. A certified statement of prequalification approval by another jurisdiction may be considered as an alternative to foregoing procedure. A bidder shall submit a supplemental statement if requested by the District. See Section J.8: Bidder Responsibility/Qualifications submission requirements and form.~~

**ARTICLE 2. BID DOCUMENTS** – The Specifications (including all documents referenced therein and all documents attached thereto), drawings and addenda which form the basis of any bid shall be considered as part thereof and will form part of the bid. Copies of these documents will be furnished to or made available for the inspection of prospective bidders by that office indicated in the advertisement or invitation.

**ARTICLE 3. EXAMINATION OF BID DOCUMENTS AND SITE OF WORK** – Each bid shall case- fully examine ~~the site of the proposed work and~~ the bid documents and fully acquaint himself with conditions relating 'to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under the bid documents, and he shall judge for and satisfy himself as to conditions to be encountered affecting the character, quality and quantity of the work to be performed and materials to be furnished arid to the requirements of the bid documents. Failure to do so will be at the bidder's own risk and shall not relieve him from any obligation under his bid or contract.

**ARTICLE 4. PREPARATION FOR BIDS** – The bid form furnished in the bid proposal and specifications shall be used in strict compliance with the requirements of the Invitation and Supplemental Instructions to Bidders in the specifications. Special care shall be exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties to be anticipated upon execution of the contract, including local conditions, uncertainty of weather and all other contingencies. All designations and prices shall be fully and clearly set forth in the bid submission. ALL PRICES SHALL BE INSERTED IN FIGURES TYPED OR PRINTED LEGIBLY ON THE BID FORM. All corrections on the bid documents must be initialed by the person signing the bid form.

**ARTICLE 5. ERROR IN BIDS** – Bidders or their authorized agents are expected to examine all bid documents and any addenda thereto, and all other instructions pertaining to the work which will be open to their inspection. Failure to do so will be at the bidder's own risk, and will not constitute reason for relief on plea of error in the bid. IN CASE OF ERROR IN THE EXTENSION OF PRICES IN THE BID, UNIT PRICES WILL GOVERN.

The bidder must submit his plea of error in writing to the Contracting Officer and must be prepared to document and prove his error.



**ARTICLE 6. LABOR AND MATERIAL NOT FURNISHED BY DISTRICT** – The District will not furnish any labor, material or supplies unless a provision to do so is included in the contract documents.

**ARTICLE 7. ADDENDA AND INTERPRETATIONS** – No oral interpretations of the meaning of the drawings, specifications or other bid documents will be made to any bidder. Verbal clarification will not be binding on the District. All requests must be in writing and addressed to the Contracting Officer responsible for administering the contract. Request for interpretations of bid documents must be received by the Contracting Officer not later than 10 days prior to bid opening date. All changes to the bid documents will be made by addenda mailed to all prospective bidders, who have obtained copies of the bid documents, not later than 7, days before bid opening date. In case of discrepancy among addenda, a later dated addendum has priority over earlier dated addenda. It shall be the bidder's responsibility to make inquiry as to any or all addenda issued, and failure of any prospective bidder to receive any such addenda issued by the Contracting Officer shall not relieve the bidder from any obligation under his bid as submitted. Bidders must acknowledge receipt of all addenda on the Bid Form; failure to do so may result in rejection of bid. All addenda issued shall become part of the bid and contract documents.

**ARTICLE 8. ALTERNATE BIDS** – Alternate bids will not be considered unless called for in the Bid Form.

**ARTICLE 9. BIDS FOR ALL OR** – Where bids are not qualified by specific limitations, the District reserves the right to award all or any of the items according to its best interests.

~~**ARTICLE 10. PRICE SCHEDULE INTERPRETATION** – Quantities appearing in the Price Schedule are approximate only and are prepared for the comparison of bids. Payment will be made only for actual material requirements accepted and for work performed and accepted. Schedule quantities may be increased, decreased or omitted and there shall be no adjustment in contract unit prices except as provided, and except for such materials actually purchased or work actually performed prior to notification of the change in items affected.~~

The price for any item, unless otherwise specified, shall include full compensation for all materials, tests, samples, manufacturers' guaranties, tools, equipment, labor and incidental work needed to complete specified item. Prices without exception shall be net, not subject to discount, and shall include all royalties and costs arising from patents, proprietary items, trademarks and copyrights.

**ARTICLE 11. CORRECTIONS** – Erasures and other changes in bids must be explained or noted over the signature of the bidder.

**ARTICLE 12. BOND REQUIREMENTS (Not Applicable)**

~~**A. BID GUARANTY** – On all bids of \$25,000.00 or more, security is required to insure the execution of the contract. No bid will be considered unless it is so guaranteed. Each bidder must furnish with his bid either a Bid Bond (Form No. DC 2640-5), with good and sufficient sureties, a certified check payable to the order of the Treasurer of the District of Columbia (uncertified check will not be accepted), or negotiable United States bonds (at par value), in an amount not less than five percent (5%) of the amount of his bid, as a guaranty that he Will not withdraw said bid within the period specified therein after the opening of the same; or, if no period be specified, within sixty (60) days after said opening, and will, within the period specified therefore, or, if no period be specified, within ten (10) days, after the prescribed forms are forwarded to him for execution (or within any extension of time which may be granted by the officer to whom the bid was addressed) execute and deliver a written contract on the standard District form in accordance with bid as accepted and give bond with good and sufficient sureties, as specified below for the faithful performance and proper fulfillment of such contract and payment of laborers and material men as required bylaw or, in the event of the withdrawal of said bid within the period above stated, or the failure to enter into such contract and give such bond within the time above stated, that he~~



~~will pay to the District the difference between the amount specified in said bid and the amount for which the District may procure the required work, if the latter amount be in excess of the former.~~

~~In case security is in the form of a certified check or United States bonds, the District may make such disposition of the same as will accomplish the purpose for which submitted. Certified checks may be held uncollected at the bidder's risk. Certified checks and United States bonds will be returned to the unsuccessful bidders after award of contract and to successful bidders after the signing of prescribed forms of contract and bonds. Guaranty bonds will be returned only upon written application.~~

**B. PERFORMANCE BOND** ~~–(See Section L.25 for Payment and Performance Bond Requirements)For any construction contract exceeding \$25,000.00, a Performance Bond (Form No. DC 2640-7) shall be required in a penal amount equal to one hundred percent (100%) of the contract price at time of award. Additional performance bond protection shall be required in connection with any modification affecting an increase in price under any contract for which a bond is required pursuant to the above if:~~

- ~~1. The modification is for new or additional work which is beyond the scope of the existing contract; or,~~
- ~~2. The modification is pursuant to an existing provision of the contract and is expected to increase the contract price by \$50,000 or twenty-five percent (25%) of the original total contract price, whichever is less.~~

~~The penal amount of the bond protection shall be increased so that the total performance bond protection is one hundred percent (100%) of the contract price as revised by both the modification requiring such additional protection and the aggregate of any previous modification. The increased penal amount may be secured either by increasing the bond protection provided by existing surety or sureties or by obtaining an additional performance bond from a new surety.~~

**C. PAYMENT BOND** ~~– For any construction contract exceeding in amount, a Payment Bond (Form No. DC 2640-8) shall be required in a penal amount as follows~~

- ~~1. When the contract price is not more than \$1,000,000 the penal sum shall be fifty percent (50%) of the contract price;~~
- ~~2. When the contract price is more than \$1,000,000 but not more than \$5,000,000 the penal sum shall be forty percent (40%) of the contract price; and~~
- ~~3. When the contract price is more than \$5,000,000, the penal sum shall be \$2,500,000~~

~~Additional payment protection shall be required in connection with any notification effecting an increase in price under any contract for which a bond is required pursuant to the above if-~~

- ~~1. The modification is for new or additional work which is beyond the scope of the existing contract; or~~
- ~~2. The modification is pursuant to an existing provision of the contract and is expected to increase the contract price by \$50,000 or twenty-five percent (25%) of the original total contract price, whichever is less.~~



~~The penal amount of the additional bond protection shall generally be such that the total payment bond protection is fifty percent (50%) of the contract price as revised by both the modification requiring such additional protection, and the aggregate of any previous modifications; provided, that when the contract price as so revised is more than \$1,000,000, but not more than \$5,000,000, the total payment bond protection shall be in a penal amount of forty percent (40%) of the revised contract price; provided further, that when the contract price as so revised is more than \$5,000,000, the total payment bond protection shall be in the penal amount of \$2,500,000. The additional protection may be secured either by increasing the bond protection provided by the existing surety or sureties or by obtaining an additional payment bond from a new surety.~~

- D. BOND SOURCE** The bonds may be obtained from any surety company authorized by the U.S. Treasury Department as acceptable sureties on Federal Bonds and authorized to transact business in the District of Columbia by the Director of the Department of Insurance.

It is the intent of Congress to strengthen the competitive free enterprise system by assisting qualified small business concerns to obtain certain bid, payment or performance bonds that are otherwise not obtainable by authorizing the Small Business Administration to guarantee surety companies up to 90 percent of their losses incurred by reason of breach of certain surety bonds and executed on behalf of such small business concerns on contracts up to \$500,000 in amount. Assistance for applying for this service may be obtained from the Small Business Administration, 1441 L Street, N. W., Washington, D.C. 20005.

**ARTICLE 13. SIGNATURE TO BIDS** – Each bid must show the full business address of the bidder and be signed by him with his usual signature. Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the President or Vice President and attested by the Secretary of the corporation or other persons authorized to bind the corporation and the corporate seal affixed thereto. If bid is signed by other than the President or Vice President, evidence of authority to so sign must be furnished in the form of an extract of minutes of a meeting of the Board of Directors or extract of bylaws certified by the Corporate Secretary and corporate seal affixed thereto. The names of all persons signing shall be typed or printed below the signatures. A bid by a person who affixes to his signature the word "President", "Vice President", "Secretary", "Agent", or other designation, without disclosing his principal, may be held personally to the bid. Bids submitted by a joint venture must be signed by all authorized parties to the joint venture.

**ARTICLE 14. MARKING AND MAILING BIDS** – Bids, addenda acknowledgment, and bid guaranty must be securely sealed in suitable envelopes, addressed and marked on the outside with the name of the bidder, invitation number and date of opening.

**ARTICLE 15. RECEIVING BIDS, MODIFICATIONS OR WITHDRAWALS** – Bids received prior to the time set for opening will be securely kept unopened. The officer whose duty it is to open them will decide when the specified time has arrived and no bid received thereafter will be considered unless: (1) they are sent by registered mail or by certified mail for which an official dated, post office stamp (postmark) on the original Receipt for Certified Mail has been obtained and it is determined by the District that the late receipt was due solely to delay in the mails for which the bidder was not responsible; or (2) if submitted by mail (or by telegram if authorized by the Contracting Officer), it is determined by the District that the late receipt was due solely to mishandling by the District after receipt at the District agency: Provided, that timely receipt at such agency is established upon examination of an appropriate date or time stamp or other documentary evidence of receipt within the control of such agency.

Bidders using certified mail are cautioned to obtain a receipt for certified mail showing legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late bid was timely mailed. The only evidence acceptable in this matter is as follows: (1) where the Receipt of



Certified Mail identifies the post office station of mailing, evidence furnished by the bidder which establishes, that the business day' of the station ended at an earlier time, in which case the time of mailing shall be deemed to be last minute of the business day; or (2) an entry in ink on the Receipt for Certified Mail showing the time of mailing and the initials of postal employee receiving the item and making the entry, with appropriate written verification of such entry from the post office station of mailing, in which case the time of mailing, shall be the time shown in the entry. If the postmark on the original Receipt for Certified Mail does not show a date, the bid shall not be considered.

The time of mailing of late bids submitted by registered or 'certified mail shall be deemed to be the last minute of the date shown in the postmark on the registered mail receipt or registered mail wrapper or on the Receipt for Certified Mail unless the bidder furnishes evidence from the- post office station of mailing which establishes an earlier time.

No responsibility will attach to the District or any of its officers or employees for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic bids will not be considered, but modifications, by telegram, of bids already submitted will be considered if received prior to the hour set for opening, but should not reveal the amount of the original or revised 'bid.

**ARTICLE 16. WITHDRAWAL OF BIDS** – Bids may be withdrawn on written or telegraphic request received from bidders prior to 'the time fixed for opening, provided the name of the bidder appears on the outside of the envelope containing the bid. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

**ARTICLE 17. OPENING OF BIDS** – At the time fixed for the opening of bids, their contents will be made public by ~~the Bureau of Material Management~~ the District for the information of bidders and other properly interested persons.

**ARTICLE 18. AWARD OR REJECTION** – The Contract will be awarded to the lowest responsible bidder complying with conditions of the bid documents, provided his bid is reasonable and it is in the best interest of the District to accept it. The bidder, to whom award is made, will be notified by the Contracting Officer at the earliest possible date. The District, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the District.

If more than one bid be offered by any one party, by or in the name of his or their clerk, partner, or other person, all such bids may be rejected. This shall not prevent a bidder from proceeding under Article 8 hereof, nor from quoting different prices on different qualities of material or different conditions of delivery. A supplier or material man who has quoted prices on materials to a bidder is not thereby disqualified from quoting to other bidders or from submitting a bid directly for the materials or work.

Each bidder shall submit a bid on all items in the Price Schedule; failure to bid on all items may result in bid rejection.

In addition to requirements for qualification of bidders as set forth in Article 1 hereof, and as determined by the District, proposals will be considered irregular and may be rejected by the Contracting Officer for any of, but not limited to, the following reasons:

- A. In competency, inadequate plant or insufficient capital as revealed by bidder's statement on AGC or equivalent form.
- B. Evidence of collusion.
- C. Uncompleted work which might hinder or prevent proper and prompt execution and completion of work contemplated.
- D. Evidence that bidder has not adequately considered all aspects of contemplated work.



- E. Failure to settle bills satisfactorily, claims and judgments due for labor and material on bidder's contracts in force on bid opening date.
- F. Default under previous contracts.
- G. Unacceptable rating as listed on published government lists.
- H. Proposal submission on form other than that form furnished by District, or altered or partially detached form.
- I. Unauthorized additions, deletions, omissions, conditional bids, or irregularities which may make proposal incomplete or ambiguous in meaning.
- J. Failure to acknowledge all addenda issued.
- K. Failure to submit bid in the properly labeled receptacle at that to the location designated as the Construction Branch, Contracts Management Division, Bureau of Materiel Management, 615 G Street, N. W., Washington, D.C. 20004 in this IFB, and prior to the time set for opening as governed by local "Verizon Time" by the Official Clock designated as such in that Branch.

**ARTICLE 19. CANCELLATION OF AWARDS** – The right is reserved to the District, without any liability upon the District, to cancel the award of any contract at any time prior to approval of a formal written contract signed by the Contractor and the Contracting Officer.

**ARTICLE 20. CONTRACT AND BOND** – The bidder to whom award is made must, when required, enter into a written contract on the standard District form, with satisfactory security in the amount required (see Article 12) within the period specified, or no period be specified, within 10 days alter the prescribed forms are presented to him for signature.



**GENERAL PROVISIONS  
(Construction Contract)**

**ARTICLE 1. DEFINITIONS**

- A. "District" as used herein means the District of Columbia, a municipal corporation and is used interchangeably throughout the Contract Documents with the District of Columbia Public Schools ("DCPS").
- B. "Mayor as used herein means the elected head of the District as set forth in Public Law 93-198 dated December 24, 1973, Title 4, Part B, Section 422(1)"
- C. "Contracting Officer" as used herein means the head of the Department authorized to execute and administrate the Contract on behalf of the District and shall include his duly appointed successor and his authorized representative.
- D. "Contract Documents" or "Contract" as. used herein means Addenda, Contract Form, Instructions to Bidders, General Provisions, Labor Provisions, Performance and Payment Bonds, Specifications, Special Provisions, Contract Drawings, approved written Change Orders and Agreements required to acceptably complete the Contract, including authorized extensions thereof.

**ARTICLE 2. SPECIFICATIONS AND DRAWINGS** – The Contractor shall keep on the work site a copy of Contract drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the Contract drawings, or shown on the Contract drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

All Contract requirements are equally binding Each Contract requirement, whether or not omitted elsewhere in the Contract, is binding as though occurring in any or all parts of the Contract. In case of discrepancy:

- 1. The Contracting Officer shall be promptly notified in writing of any error, discrepancy or omission, apparent or otherwise.
- 2. Applicable Federal and D. C. Code requirements have priority over: the Contract form, General Provisions, Labor Provisions, Change Orders, Addenda, Contract drawings, Special Provisions and Specifications.
- 3. The Contract form, General Provisions and Labor Provisions have priority over: Change Orders, Addenda, Contract drawings, Special Provisions and Specifications.
- 4. Change Orders have priority over: Addenda, Contract drawings and Specifications.
- 5. Addenda have priority over: Contract drawings, Special Provisions and Specifications. A later dated Addendum has priority over earlier dated Addenda.
- 6. Special Provisions have priority over: Contract drawings and other specifications.
- 7. Shown and indicated dimensions have priority over scaled dimensions.



8. Original scale drawings and details have priority over any other different scale drawings and details.
9. Large scale drawings and details have priority over small scale drawings and details. Any adjustment by the Contractor without a prior determination by the Contracting Officer shall be at his own risk and expense. The Contracting Officer will furnish from time to time such detail drawings and other information as he may consider necessary, unless otherwise provided.

**ARTICLE 3. CHANGES (See Section H.34 for Superseding Change Order Language)**

**A. DESIGNATED CHANGE ORDERS** – The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes

1. In the Contract drawings and specifications;
2. In the method or manner of performance of the work;
3. In the District furnished facilities, equipment, materials or services; or
4. Directing acceleration in the performance of the work.

Nothing provided in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed.

**B. OTHER CHANGE ORDERS** – Any other written order or an oral order (which term as used in this Section (B) shall include direction, instruction, interpretation, or determination) from the Contracting Officer which causes any such change, shall be treated as a Change Order under this Article, provided that the Contractor gives the Contracting Officer written notice stating the date, circumstances and sources of the order and that the Contractor regards the order as a Change Order.

**C. GENERAL REQUIREMENTS** – Except as herein provided, no order, statement or conduct of the Contracting Officer shall be treated as a change under this Article or entitle the Contractor to an equitable adjustment hereunder. If any change under this Article causes an increase or decrease in the Contract's cost of, or the time required for, the performance of any part of the work under this Contract whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly provided, however, that except for claims based on defective specifications, no claim for any change under (B) above shall be allowed for any cost incurred more than 20 days before the Contractor gives written notice as -therein required unless this 20 days is extended by the Contracting Officer. And provided further, that in case of defective drawings and specifications, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective drawings 'and specifications.

If the Contractor intends to assert a claim for an equitable adjustment under this Article, he must, within 30 days after receipt of a written Change Order under (A) above or the furnishing of a written notice under (B) above, submit to the Contracting Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Contracting Officer. The statement of claim hereunder may be included in the notice under (B) above.



No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under the Contract.

~~D. **CHANGE ORDER BREAKDOWN** — Contract prices shall be used for Change Order work where work is of similar nature; no other costs, overhead or profit will be allowed.~~

~~— Where Contract prices are not appropriate and the nature of the change is known in advance of construction, the parties shall attempt to agree on a fully justifiable price adjustment and/or adjustment of completion time.~~

~~When Contract prices are not appropriate, or the parties fail to agree on equitable adjustment, or in processing claims, equitable adjustment for Change Order work shall be per this Article and Article 4 and shall be based upon the breakdown shown in following subsections 1. through 7. The Contractor shall assemble a complete cost breakdown that lists and substantiates each item of work and each item of cost.~~

~~1. **Labor** Payment will be made for direct labor cost plus, indirect labor cost such as insurance, taxes, fringe benefits and welfare provided such costs are considered reasonable. Indirect costs shall be itemized and verified by receipted invoices. If verification is not possible, up to 18 percent of direct labor costs may be allowed. In addition, up to 20 percent of direct plus indirect labor costs may be allowed for overhead and profit.~~

~~2. **Bond** Payment for additional bond cost will be made per bond rate schedule submitted to the D. C. Bureau of Material Management with the executed Contract.~~

~~3. **Materials** Payment for cost of required materials will be F.O.B. the job site with an allowance for overhead and profit.~~

~~4. **Rented Equipment** Payment for required equipment rented from an outside company that is neither an affiliate of, nor a subsidiary of,, the Contractor will be based on receipted invoices which shall not exceed rates given in the current edition of the Associated Equipment Distributors' manual: "Nationally Averaged Rental Rates And Model References Data For Construction Equipment." If actual rental rates exceed manual rates, written justification shall be furnished to the Contracting Officer for consideration. No additional allowance will be made for overhead and profit. The Contractor shall submit written certification to the Contracting Officer that any required rented equipment is neither owned by nor rented from the Contractor or an affiliate of or subsidiary of the Contractor.~~

~~5. **Contractor's Equipment** Payment for required equipment owned by the Contractor or an affiliate of the Contractor will be based solely on an hourly rate derived by dividing the current appropriate monthly rate from the Associated Equipment Distributor's manual by 176 hours. No payment will be made under any circumstances for repair costs, freight and transportation charges, fuel, lubricants, insurance, any other costs and expenses, or overhead and profit. Payment for such equipment made idle by delays attributable to the District will be based on one half the derived hourly rate under this subsection.~~

~~6. **Miscellaneous** No additional allowance will be made for general superintendence, use of small tools and other costs for which no specific allowance is herein provided.~~

~~7. **Subcontract Work** Payment for additional necessary subcontract work will be based on applicable procedures in 1. through 6., to which total additional subcontract work up to an additional 10 percent may be allowed for the Contractor's overhead and profit. — if directed, the Contractor shall submit to the Contracting Officer three (3) qualified bids for extra or changed work and materials, if similar work is not being performed at job site, If directed, the~~



~~Contractor shall submit daily time charges to the Contracting Officer each day for Change Order work.~~

**ARTICLE 4. DIFFERING SITE CONDITIONS** – The Contractor shall promptly, and, before such conditions are disturbed; notify the Contracting Officer in writing of:

1. Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract, and
2. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered or indicated in the Contract and generally recognized as inhering in work of the character provided for in the Contract.

The Contracting Officer will promptly investigate the conditions and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under the Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Contract modified in writing accordingly.

No claim of the Contractor under this Article will be allowed unless the Contractor has given the notice required.

No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under the Contract.

**ARTICLE 5. TERMINATION-DELAYS** – If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract, or any extension thereof, or fails to complete said work within specified time, the District may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work involving the delay. In such event the District may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may have been paid for by the District or may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any liability to the District resulting from his refusal or failure to complete the work within the specified time.

If fixed and agreed liquidated damages are provided in the Contract and if the District so terminates the Contractor's right to proceed, the resulting liability will consist of such liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the District in completing the work.

If fixed and agreed liquidated damages are provided in the Contract and if the District does not so terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.

The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

1. The delay in the completion the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, climatic conditions beyond the normal which could be anticipated, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or



suppliers (the term subcontractors or suppliers shall mean subcontractors or suppliers at any tier); and

2. The Contractor, within 10 days from the beginning of any such delay, (unless the Contracting Officer grants a further period of time before the date of final payment under the Contract) notifies the Contracting Officer in writing of the causes of delay.

The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time far completing the work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in Article 7 herein.

If, after notice of termination of the Contractor's right to proceed under the provisions of this Article, it is determined for any reason that the Contractor was not in default under the provisions of this Article, or that the delay was excusable under the provisions of this Article, the rights and obligations of the parties shall be in accordance with Article 6 herein. Failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of Article 7 herein.

The rights and remedies of the District provided in this Article are in addition to any other rights and remedies provided by law or under the Contract.

The District may, by written notice, terminate the Contract or a portion thereof as a result of an Executive Order of the President of the United States with respect to the prosecution of war or in the interest of national defense. When the Contract is so terminated, no claim for loss of anticipated profits will be permitted.

#### **ARTICLE 6. TERMINATION FOR CONVENIENCE OF THE DISTRICT**

- A. The performance of work under the Contract may be terminated by the District in accordance with this Article in whole, or in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the District. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.
- B. After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:
  1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
  2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract as is not terminated.
  3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
  4. Assign to the District, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the District shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
  5. Settle all outstanding liabilities and all claims arising out of such termination of orders or subcontracts, with the approval or ratification of the Contracting Officer to the extent he may require, which approval or ratification shall be final for all purposes of this Article.



6. Transfer title to the District and deliver in the manner, at the times, and to the extent, if any, directed by the Contracting Officer
  - a. The fabricated or unfabricated parts, work in progress, completed work, supplies, and other material procured as a part of, or acquired in connection with, the performance of the work terminated by the Notice of Termination, and
  - b. The completed or partially completed plans, drawings information and other property which, if the Contract had been completed, would have been required to be furnished to the District.
7. Use his best efforts to sell, in the manner, at the terms, to the extent, and at the price or prices directed or authorized by the Contracting Officer, any property of the types referred to in 6 above provided, however, that the Contractor:
  - a. Shall not be required to extend credit to any purchaser, and
  - b. May acquire any property under the conditions prescribed and at a price or prices approved by the Contracting Officer, and
  - c. Provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the District to the Contractor under the Contract or shall otherwise be credited to the price or cost of the work covered by the Contract or paid in such other manner as the Contracting Officer may direct.
8. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
9. Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the District has or may acquire an interest.
10. The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the cost, or any item of reimbursable cost, under this Article.
11. "Plant clearance period" means, for each particular property classification (such as raw materials, purchased parts and work in progress) at any one plant or location, a period beginning with the effective date of the termination for convenience and ending 90 days after receipt by the Contracting Officer of acceptable inventory schedules covering all items of that particular property classification in the termination inventory at that plant or location, or ending on such later date as may be agreed to by the Contracting Officer and the Contractor. Final phase of a plant clearance period means that part of a plant clearance period which occurs after the receipt of acceptable inventory schedules covering all items of the particular property classification at the plant or location.

At any time after expiration of the plant clearance period, as defined above, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Contracting Officer, and may request the District to remove such items or enter into a storage agreement covering them, Not later than 15 days thereafter, the District will accept title to such items and. remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the Contracting Officer upon removal of the items or, if the items are stored, within 45 days



from the date of submission of the list, and any necessary adjustments to correct the list as submitted, shall be made prior to final settlement.

- C. After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer his termination claim, in the form with the certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer upon request of the Contractor made in writing within such one year period or authorized extension thereof. However, if the Contracting Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such one year period or extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the District's procedures in effect as of the date of execution of the Contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.
- D. Subject to the provisions of C above, and subject to any review required by the District's procedures in effect as of the date of execution of the Contract, the Contractor and Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this Article, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. *The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.* Nothing in E below prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Contracting Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this Article, shall be deemed to limit, restrict or otherwise determine or effect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph.
- E. In the event of the failure of the Contractor and the Contracting Officer to agree as provided in D above upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this Article, the Contracting Officer shall, subject to any review required by the District's procedures in effect as of the date of execution of the Contract, determine, on the basis of information available to him, the amount, if any, due the Contractor by reason of the termination and shall pay to the Contractor the amounts determined by the Contracting Officer, as follows, but without duplication of any amounts agreed upon in accordance with D above:
1. With respect to all Contract work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of:
    - a. The cost of such work;
    - b. The cost of settling and paying claims arising out of the termination of work under sub-contracts or orders as provided in B 5. above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of work under the Contract, which amounts shall be included in the cost on account of which payment is made under E1 .a. above; and
    - c. A sum, as profit on E.1.a. above, determined by the Contracting Officer to be fair and reasonable; provided however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this subparagraph and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and



provided further that profit shall be allowed only on preparations made and work done by the Contractor for the terminated portion of the Contract but may not be allowed on the Contractor's settlement expenses. Anticipatory profits and consequential damages will not be allowed. Any reasonable method may be used to arrive at a fair profit, separately or as part of the whole settlement.

2. The reasonable cost of the preservation and protection of property incurred pursuant to B.9; and any other reasonable cost incidental to termination of work under the Contract including expense incidental to the determination of the amount due to the Contractor as the result of the termination of work under the Contract.
- F. The total sum to be paid to the Contractor under E.1. above shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. Except for normal spoilage, and except to the extent that the District shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor under E.1. above, the fair value, as determined by the Contracting Officer, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the District, or to a buyer pursuant to B.7. above.
- G. The Contractor shall have the right of appeal, under Article '1 herein, from any determination made by the Contracting Officer under C. or E. above, except that, if the Contractor has failed to submit his claim within the time provided in C above and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Contracting Officer has made a determination of the amount due under C. or E. above, the District shall pay to the Contractor the following:
1. If there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Contracting Officer, or
  2. If an appeal had been taken, the amount finally determined on such appeal.
- H. In arriving at the amount due the Contractor under this Article there shall be deducted:
1. all un-liquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of the Contract;
  2. any claim which the District may have against the Contractor in connection with the Contract; and
  3. the agreed price for, or the proceeds of sale of, any materials, supplies or other things kept by the Contractor or sold, pursuant to the provisions of this Article and not otherwise recovered by or credited to the District.
- I. If the termination hereunder be partial, prior to the settlement of the terminated *portion of the Contract*, the Contractor may file with the Contracting Officer a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made at such price or prices; however, nothing contained herein shall limit the right of the District and the Contractor to agree upon the amount or amounts to be paid to the Contractor for the completion of the continued portion of the Contract when said Contract does not contain an established Contract price for such continued portion.
- J. The District may from time to time, under such terms and conditions as it may prescribe, make partial payments against costs incurred by the Contractor in connection with the terminated portion of the Contract whenever in the opinion of the Contracting Officer the aggregate of such



payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this Article, such excess shall be payable by the Contractor to the District upon demand, together with interest computed at the rate of 6 percent per annum for the period from the date such excess is received by the Contractor to the date on which such excess is repaid to the District; provided however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition, or such later date as determined by the Contracting Officer by reason of the circumstances.

- K. Unless otherwise provided in the Contract or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under the Contract, shall preserve and make available to the District at all reasonable times at the office of the Contractor, but without direct charge to the District, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under the Contract and relating to the work terminated, hereunder, or, to the extent approved by the Contracting Officer, photographs and other authentic reproductions thereof.

**ARTICLE 7. DISPUTES** – Except as otherwise provided in the Contract, any dispute concerning a question of fact arising under the Contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy (the 30-day period shall start on the date the Contracting Officer's written decision is received by the Contractor), the Contractor mails or otherwise furnishes to the Contract Appeals Board a written appeal. The decision of the Contract Appeals Board for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under the Contract as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged; provided, however, that any such decision shall be final and conclusive unless the same is fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's decision.

This Article does not preclude consideration of questions of law in connection with decisions provided for in the previous paragraph. Nothing in the Contract, however, shall be construed as making final the decision of any administrative official, representative or board on a question of law.

**ARTICLE 8. PAYMENTS TO CONTRACTOR** – The District will pay the contract price or prices as hereinafter provided.

The District will make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates approved by the Contracting Officer. The Contractor shall furnish a breakdown of the total Contract price showing the amount included therein for each principal, category of the work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates the Contracting Officer, at his discretion, may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration:

1. If such consideration is specifically authorized by the Contract;



2. If the Contractor furnishes satisfactory evidence that he has acquired title to such material, that it meets Contract requirements and that it will be utilized on the work covered by the Contract; and
3. If the Contractor furnishes to the Contracting Officer an itemized list.

In making such progress payments, there shall be retained 10 percent of the estimated amount of the progress payment until final completion and acceptance of the Contract work. However, if the Contracting Officer, at any time after 50 percent of the work has been completed, finds that satisfactory progress is being made, he may authorize any of the remaining progress payments to be made in full or may retain from such remaining partial payments less than 10 percent thereof. Also, whenever work is substantially complete, the Contracting Officer, if he considers the amount retained to be in excess of the amount adequate for the protection of the District, at his discretion, may release to the Contractor all or a portion of such excess amount. Furthermore, on completion and acceptance of each separate building, public work, or other division of the Contract, on which the price is stated separately in the Contract, payment may be made therefore without retention of a percentage, less authorized deductions..

All material and work covered by progress payments made shall thereupon become the sole property of the District, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the District to require the fulfillment of all of the terms of the Contract.

Upon completion and acceptance of all work, the amount due the Contractor under the Contract shall be paid upon presentation at a properly executed voucher and after the Contractor shall have furnished the District with a release, if required, of all claims against the District arising by virtue of the Contract, other than claims in stated amounts as may be specifically excepted by the Contractor from the operation of the release.

**ARTICLE 9. TRANSFER OR ASSIGNMENT** – Unless otherwise provided by law, neither the Contract nor any interest therein may be transferred or assigned by the Contractor to any other party without the written consent of the Contracting Officer nor without the written acceptance by the surety on the performance and payment bond securing the Contract of the assignee as the Contractor and the principal on such bond; and any attempted transfer or assignment not authorized by this Article shall constitute a breach of the Contract and the District may for such cause terminate the right of the Contractor to proceed in the same manner as provided in Article 5 herein, and the Contractor and his sureties shall be liable to the District for any excess cost occasioned the District thereby.

#### **ARTICLE 10. MATERIAL AND WORKMANSHIP**

- A. **GENERAL** – Unless otherwise specifically provided in the Contract, all equipment, material and articles incorporated in the work covered by the Contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Contract, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition., and the Contractor may use any equipment, material, article or process which, in the judgment of the Contracting Officer, is equivalent to that named unless otherwise specified. The Contractor shall furnish to the Contracting Officer for his approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the mechanical and other equipment which the Contractor contemplates incorporating in the work. Machinery and equipment shall be in proper condition. When required by the Contract or when called for by the Contracting Officer, the Contractor shall furnish to the Contracting Officer for approval full information concerning the material or articles which he contemplates incorporating in the work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles installed or used without required approval shall be at the risk of subsequent rejection and subject to satisfactory replacement at Contractor's expense.



- B. SURPLUS MATERIALS USE** – Whenever specified in the Contract or authorized by the Contracting Officer that materials become the property of the Contractor, which by reference or otherwise shall include disposal of materials, it is understood that the Contractor accepts such materials "as is" with no further expense or liability to the District. If such material specified in the Contract will have a potential or real interest of value, the Contractor shall make allowance in the Contract to show such value.
- C. DISTRICT MATERIAL** – No materials furnished by the District shall be applied to any other use, public or private, than that for which they are issued to the Contractor. The full amount of the cost to the District of all materials furnished by the District to the Contractor and for which no charge is made, which are not accounted for by the Contractor to the satisfaction of the Contracting Officer, will be charged against the Contractor and his sureties and may be deducted from any moneys due the Contractor, and this charge shall be in addition to and not in lieu of any other liabilities of the Contractor whether civil or criminal.: Materials furnished by the District for which a charge is made at a rate mentioned in the specifications will be delivered to the Contractor upon proper requisitions therefore and will be charged to his account.
- D. Plant** – The Contractor shall at all times employ sufficient tools and equipment for prosecuting the various classes of work to full completion in the manner and time required. The Contractor shall at all times perform work in sufficient light and shall provide proper illumination, including lighting required for night work as directed, as a Contract requirement. All equipment, tools, formwork and staging used on the project shall be of sufficient size and in proper mechanical and safe condition to meet work requirements, to produce satisfactory work quality and to prevent injury to persons, the project or adjacent property, When methods and equipment are not prescribed in the Contract, the Contractor is free to use tools, methods and equipment that he satisfactorily demonstrates will accomplish the work in conformity with Contract requirements.

If the Contractor desires to use a method or type of tool or equipment other than specified in the Contract, he shall request approval to do so; the request shall be in writing and shall include a full description of proposed methods, tools and equipment and reason for the change or substitution. Approval of substitutions and changed methods will be on condition that the Contractor will be fully responsible for producing work meeting Contract requirements. If after trial use of the substituted methods, tools and equipment, the Contracting Officer determines that work produced does not meet Contract requirements, the Contractor shall complete remaining work with specified methods, tools and equipment.

- E. CAPABILITY OF WORKMEN** – All work under the Contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require the Contractor to remove from the work any such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, -or whose continued employment on the work is deemed by the Contracting Officer to be contrary to the public interest. Such request will be in writing:
- F. CONFORMITY OF WORK AND MATERIALS** – All work performed and materials and products furnished shall be in conformity, within indicated tolerances, with lines, grades, cross sections, details, dimensions, material and construction requirements shown or intended by the drawings and specifications.

When materials, products or work cannot be corrected, written notice of rejection will be issued. Rejected materials, products and work shall be eliminated from the project and acceptably replaced at Contractor's expense. The Contracting Officer's failure to reject any portion of the project shall not constitute implied acceptance nor in any way release the Contractor from Contract requirements.

- G. UNAUTHORIZED WORK AND MATERIALS** – Work performed or materials ordered or furnished for the project deviating from requirements without written authority, will be considered



unauthorized and at Contractor's expense. The District is not obligated to pay for unauthorized work. Unauthorized work and materials may be ordered removed and replaced at Contractor's expense.

**ARTICLE 11. INSPECTION AND ACCEPTANCE** – Except as otherwise provided in the Contract, inspection and test by the District of material and workmanship required by the Contract shall be made at reasonable times and at the site of the work, unless the Contracting Officer determines that such inspection or test of material which is to be incorporated in the work shall be made at the place of production, manufacture or shipment of such material. To the extent specified by the Contracting Officer at the time of determining to make off-site inspection or test, such inspection or test shall be conclusive as to whether the material involved conforms to Contract requirements. Such off-site inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the District after acceptance of the completed work under the terms of the last paragraph of this Article, except as herein above provided.

The Contractor shall, without charge, replace any material and correct any workmanship found by the District not to conform to Contract requirements, unless in the public interest the District consents to accept such material or workmanship with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises at Contractor's expense.

If the Contractor does not promptly replace rejected material or correct rejected workmanship, the District:

1. May, by contract or otherwise, replace such material and correct such workmanship and charge the cost thereof to the Contractor, or
2. May terminate the Contractor's right to proceed in accordance with Article 5 herein. The Contractor shall furnish promptly, without additional cost to the District, all facilities, labor and material reasonably needed for performing such safe and convenient inspection and test as may be required by the Contracting Officer. All inspections and tests by the District shall be performed in such manner as not unnecessarily to delay the work. Special, full size and performance tests shall be performed as described in the Contract. The Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready for inspection at the time specified by the Contractor. Should it be considered necessary or advisable by the Contracting Officer at any time before acceptance of the work, either in part or in its entirety, to make an examination of work completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and material to do same. If such work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, an equitable adjustment shall be made in the Contract price to compensate the Contractor for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, he shall, in addition, be granted an equitable extension of time. Unless otherwise provided in the Contract, acceptance by the District will be made as promptly as practicable after completion and inspection of all work required by the Contract. Acceptance shall be final and conclusive except as regards to latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the District's rights under any warranty or guaranty.

**ARTICLE 12. SUPERINTENDENCE BY CONTRACTOR** – The Contractor shall give his personal superintendence to the performance of the work or have a competent foreman or superintendent, satisfactory to the Contracting Officer, on the work site at all times during progress, with authority to act for him.



**ARTICLE 13. PERMITS AND RESPONSIBILITIES** – The Contractor shall, ~~without expense to the District,~~ be responsible for obtaining any necessary licenses, certificates and permits, and for complying with any applicable Federal, State, and Municipal laws, codes and regulations, in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occurs as a result of his fault or negligence. He shall take proper safety, health and environmental precautions to protect the work, the workers, the public, and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which theretofore may have been accepted.

**ARTICLE 14. INDEMNIFICATION** – The Contractor shall indemnify and save harmless the District and all of its officers, agents and servants against any and all claims or liability arising from or based on, or as a consequence or result of, any act, omission or default of the Contractor, his employees, or his subcontractors, in the performance of, or in connection with, any work required, contemplated or performed under the Contract.

**ARTICLE 15. PROTECTION AGAINST TRESPASS** – Except as otherwise expressly provided in the Contract, the Contractor is authorized to refuse admission either to the premises or to the working space covered by the Contract to any person whose admission is not specifically authorized in writing by the Contracting Officer.

**ARTICLE 16. CONDITIONS AFFECTING THE WORK**

- A. **GENERAL** – The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work and the cost thereof. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the work as specified without additional expense to the District. The District assumes no responsibility for any understanding or representation concerning conditions made by any of its officers or agents prior to the execution of the Contract, unless such understanding or representation by the District is expressly stated in the Contract.
- B. **WORK AND STORAGE SPACE** – Available work and storage space designated by the District shall be developed as required by the Contract or restored at completion of the project by the Contractor to a condition equivalent to that existing prior to construction. No payment will be made for furnishing or restoration of any work and storage space. If no area is designated or the area designated is not sufficient for the Contractor's operations, he shall obtain necessary space elsewhere at no expense or liability to the District.
- C. **WORK ON SUNDAYS, LEGAL HOLIDAYS AND AT NIGHT** – No work shall be done at any time on Sundays or legal holidays or on any other day before 7 a.m. or after 7 p.m., except with the written permission of the Contracting Officer and pursuant to the requirements of the Police Requirements of the District.
- D. **EXISTING FEATURES** – Subsurface and topographic information including borings data, utilities data and other physical data contained in the Contract or otherwise available, are not intended as representations or warranties but are furnished as available information. The District assumes no expense or liability for the accuracy of, or interpretations made from, existing features. The Contractor shall be responsible for reasonable consideration of existing features above and below ground which may affect the project.
- E. **UTILITIES AND VAULTS** – The Contractor shall take necessary measures to prevent interruption of service or damage to existing utilities within or adjacent to the project. It shall be the Contractor's responsibility to determine exact locations of all utilities in the field.

In case of damage to utilities by the Contractor, either above or below ground, the Contractor shall restore such utilities to a condition equivalent to that which existed prior to the damage by



repairing, rebuilding or otherwise restoring as may be directed, at the Contractor's sole expense. Damaged utilities shall be repaired by the Contractor or, when directed by the Contracting Officer, the utility owner will make needed repairs at the Contractor's expense.

No compensation, other than authorized time extensions, will be allowed the Contractor for protective measures, work interruptions, changes in construction sequence, changes in methods of handling excavation and drainage or changes in types of equipment used, made necessary by existing utilities, imprecise, utility or vault information or by others performing work within or adjacent to the Project.

- F. SITE MAINTENANCE** – The Contractor shall maintain the project site in a neat and presentable manner throughout the course of all operations, and shall be responsible for such maintenance until final acceptance by the District. Trash containers shall be furnished, maintained and emptied by the Contractor to the satisfaction of the Engineer. Excavated earthwork, stripped forms and all other materials and debris not scheduled for reuse in the project shall be promptly removed from the site.

The Contracting Officer may order the Contractor to clean up the project site at any stage of work at no added expense to the District. If the Contractor fails to comply with this order, the Contracting Officer may require the work to be done by others and the costs will be charged to the Contractor.

Upon completion of all work and prior to final inspection, the Contractor shall clean up and remove from the project area and adjacent areas all excess materials, equipment, temporary structures and refuse, and restore said areas to an acceptable condition.

- G. PRIVATE WORK** – Except as specifically authorized by the Contracting Officer, the Contractor shall not perform any private work abutting District projects with any labor, materials, tools, equipment, supplies or supervision scheduled for the Contract until all work under the Contract has been completed. Contract materials used for any unauthorized purpose shall be subtracted from Contract amount.

- H. DISTRICT OF COLUMBIA NOISE CONTROL ACT OF 1977** – The contractor shall be in strict compliance with D.C. Law 2-53, District of Columbia Noise Control Act of 1977 and all provisions thereof. Effective March 16, 1978. 24 D.C. Register 5293.

**ARTICLE 17. OTHER CONTRACTS** – The District may undertake or award other contracts for additional work and the Contractor shall fully cooperate with such other contractors and District employees and carefully coordinate his own work with such additional work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by District employees. The District assumes no liability, other than authorized time extensions, for Contract delays and damages resulting from delays and lack of progress by others.

**ARTICLE 18. PATENT INDEMNITY** – Except as otherwise provided, the Contractor agrees to indemnify the District and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any Letters Patent of the United States (except Letters Patent issued upon an application which is now or may hereafter be, for reasons of national security, ordered by the Federal Government to be kept classified or otherwise withheld from issue) arising out of the performance of the Contract or out of the use or disposal, by or for the account of the District, of supplies furnished or construction work performed hereunder.

**ARTICLE 19. ADDITIONAL BOND SECURITY** – If any surety upon any bond furnished in connection with the Contract becomes unacceptable to the District, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the District, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the District and of persons supplying labor or materials in the prosecution of the work contemplated by the Contract.



Provided that upon the failure of the Contractor to furnish such additional security within ten (10) days after written notice so to do, all payments under the Contract will be withheld until such additional security is furnished.

**ARTICLE 20. COVENANT AGAINST CONTINGENT FEES** – The Contractor warrants that no person or selling agency has been employee. or retained to, solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the District shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**ARTICLE 21. APPOINTMENT OF ATTORNEY** – The Contractor does hereby irrevocably designate and appoint the Clerk of the Superior Court of the District of Columbia and his successors in office as the true and lawful attorney of the Contractor for the purpose of receiving service of all notices and processes issued by any court in the District, as well as service of all pleadings and other papers, in relation to any action or legal proceeding arising out of or pertaining to the Contract or the work required or performed hereunder.

The Contractor expressly agrees that the validity of any service upon the said Clerk as herein authorized shall not be affected either by the fact that the Contractor was personally within the District and otherwise subject to personal. service at the time of such service upon the said Clerk or by the fact that the Contractor failed to receive a copy of such process, notice, pleading or other paper so served upon the said Clerk, provided that said Clerk shall have deposited in the

United States mail, certified and postage prepaid, a copy of such process, notice, pleading or other papers addressed to the Contractor at the address stated in' the Contract.

**ARTICLE 22. OFFICIALS NOT TO BENEFIT** – No Member of or Delegate to Congress or Mayor or Member of City Council or officer or employee of the District shall be admitted to any share or part of the Contract or to any benefit that may arise there from, and any contract entered into by any Contracting Officer in which he or any officer or employee of the District shall be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof; but this provision shall not be construed to extend to the Contract if made with a corporation for its general benefit.

**ARTICLE 23. WAIVER** – No waiver of any breach of any provision of the Contract shall operate as a waiver of such provision or of the Contract or as a waiver of subsequent or other breaches of the same or any other provision of the Contract; nor shall any action or non-action by the Contracting Officer or by the Commissioner be construed as a waiver of any provision of the Contract or of any breach thereof unless the same has been expressly declared or recognized as a waiver by the Contracting Officer or the Commissioner in writing.

**ARTICLE 24. BUY AMERICAN**

- A. AGREEMENT** – In accordance with the Buy American Act (41 USC 10a-10d), and Executive Order 10582. December 17, 1954 (3 CFR, 1954-58 Comp., p. 230), as amended by Executive Order 11051, September 27, 1962 (3 CFR, 109-63 Comp., p. 835), the Contractor agrees that only domestic construction material will be used by the Contractor, subcontractors, material men and suppliers in the performance of the Contract, except for non-domestic material listed in the Contract.
- B. DOMESTIC CONSTRUCTION MATERIAL** – "Construction material" means any article, material or supply brought to the construction site for incorporation in the building or work. An un-manufactured construction material is a "domestic construction material" if it has been mined or produced in the United States. A manufactured construction material is a "domestic construction



material" if it has been manufactured in the United States and if the cost of its components which have been mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. "Component" means any article, material, or supply directly incorporated in a construction material.

- C. DOMESTIC COMPONENT** – A component shall be considered to have been "mined, produced, or manufactured in the United States" regardless of its source, in fact, if the article, material or supply in which it is incorporated was manufactured in the United States and the component is of a class or kind determined by the District to be not mined, produced or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.

## ARTICLE 25. TAXES

- A. FEDERAL EXCISE** – Materials, supplies and equipment are not subject to the Federal Manufacturer's Excise Tax, if they are furnished or used in connection with the Contract provided that title to such materials, supplies and equipment passes to the District under the Contract. The Contractor shall in such cases furnish his subcontractors and suppliers with a purchaser's certificate in the form prescribed by the U.S. Internal Revenue Service.
- B. SALES AND USE TAXES** – Materials which are physically incorporated as a permanent part of real property are not subject to District of Columbia Sales and Use Tax. The Contractor shall, when purchasing such materials, furnish his suppliers with a Contractor's Exempt Purchase Certificate in the form prescribed in the Sales and Use Tax Regulations of the District of Columbia. Where the Contractor, subcontractor or material man has already paid the Sales and Use Tax on material, as prescribed above, the Sales and Use Tax Regulations of the District of Columbia permit the Contractor, subcontractor or material man to deduct the sales or use tax on the purchase price of the same on his next monthly return as an adjustment. However, the Contractor, subcontractor or material man must satisfy the Finance Officer, D.C., that no sum in reimbursement of such tax was included in the Contract or else that the District has received a credit under the Contract in an amount equal to such tax.

District of Columbia Sales and Use Tax shall be paid on any material and supplies, including equipment rentals, which do not become a physical part of the finished project. (See District of Columbia Sales and Use Tax Administration Ruling No. 6).

~~Material and supplies required under contracts relating to Glenn Dale Hospital, Glenn Dale, Maryland, and Children's Center, Laurel, Maryland, are subject to the Maryland State Sales and Use Tax, effective July 1, 1968. BIDDERS SHALL INCLUDE SUCH TAX IN THEIR BIDS. Contracts relating to Department of Corrections, Lorton, Virginia, are subject to the Virginia Retail Sales and Use tax, effective September 1, 1966, when incorporated in public works contracts of the District. BIDDERS SHALL INCLUDE SUCH TAX IN THEIR BIDS.~~

**ARTICLE 26. SUSPENSION OF WORK** – The Contracting Officer may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the District.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Contracting Officer in the administration of the Contract, or by his failure to act within the time specified in the Contract (or if no time is specified, within a reasonable time), an adjustment will be made for an increase in the cost of performance of the Contract (excluding profit) necessarily caused by such unreasonable suspension, delay or interruption and the Contract modified in writing accordingly. However, no adjustment will be made under this Article for any suspension, delay or interruption to the extent:



1. That performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the contractor, or
2. For which an equitable adjustment is provided or excluded under any other provision of the Contract.

No claim under this Article shall be allowed:

1. For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and
2. Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination' of such suspension, delay, or interruption, but not later than the date of final payment under the Contract.

## ARTICLE 27. SAFETY PROGRAM

- A. GENERAL** – In order to provide safety controls for the protection of the life and health of District and Contract employees and the general public; prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of the Contract, the Contractor shall comply with all applicable Federal and local laws governing safety, health and sanitation including the Safety Standards, Rules and Regulations issued by the American National Standards, U. S. Department of Labor, U. S. Department of Health, Education and Welfare, D. C. Minimum Wage and Industrial Safety Board and the "Manual of Signs, Markings and Barricades" issued by the D. C. Department of Transportation.

The Contractor shall also take or cause to be taken such additional safety measures as the Contracting Officer may determine to be reasonably necessary.

The Contractor shall designate one person to be responsible for carrying out the Contractor's obligation under this Article.

The Contractor shall – maintain an accurate record of all accidents resulting in death; injury, occupational disease, and/or damage to property, materials, supplies, and equipment incident to work performed under the Contract. Copies of these reports shall be furnished to the Contracting Officer within two working days after occurrence.

The Contracting Officer will notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

This Article is applicable to all subcontractors used under the Contract and compliance with these provisions by the subcontractors will be the responsibility of the Contractor.

*(In Contracts involving work of short duration or of non-hazardous character, the following Section B. will be deleted by Special Provision)*



**B. CONTRACTOR'S PROGRAM SUBMISSION** – Prior to commencement of the work, the Contractor shall:

1. Submit in writing to the Contracting Officer for his approval his program for complying with this Article for accident prevention.
2. Meet with the Contracting Officer's Safety Representative after submission of the above program to develop a mutual understanding relative to the administration of the overall safety program.

**ARTICLE 28. RETENTION OF RECORDS** – Unless otherwise provided in the Contract, or by applicable statute, the Contractor, from the effective date of Contract completion and for a period of three years after final settlement under the Contract, shall preserve and make available to the District at all reasonable times at the office of the Contractor but without direct charge to the District, all his books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under the Contract.



<b>Bureau of Material Management</b> <b>Department of General Services</b>	<b>BID BOND</b> (CONSTRUCTION) (See instructions on reverse)	Date Bond Executed (must not be later than bid opening date)		
PRINCIPAL (Legal Name and Address)	<b>TYPE OF ORGANIZATION (X)</b>			
	<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION			
	STATE OF INCORPORATION			
SURETY (IES) (Name(s) and Address(es))	<b>PENAL SUM OF BOND</b>			
	<b>AMOUNT NOT TO EXCEED</b>			5% OF BID
	MILLIONS	THOUSAND(S)	HUNDRED(S)	
	<b>BID IDENTIFICATION</b>			
	BID OPENING DATE	INVITATION NO.		
<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 Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves In such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds Itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.</p> <p style="font-size: 2em; font-weight: bold; color: red; transform: rotate(-15deg); position: absolute; top: 50%; left: 20%; opacity: 0.5;">For Display Only</p> <p>THE CONDITION OF THIS OBUGATION IS SUCH, that whereas the Principal has submitted the bid identified above.</p> <p>NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or, if no period be specified, within seven (7) days after being called upon to do so, furnish Performance &amp; 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.</p> <p>Each Surety executing this bond hereby agrees that its obligation shall not be impaired by extension(s) of time for acceptance of the bid that the Principal may grant to the District, notice of which extension(s) to the Surety(ies) being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than 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 bond and have affixed their seals on the date set forth above.</p>				
<b>PRINCIPAL</b>				
1. Signature  <small style="text-align: right;">SEAL</small>	1. Attest  Name & Title (typed)	<b>Corporate Seal</b>		
Name & Title (typed)	Name & Title (typed)			
2. Signature  <small style="text-align: right;">SEAL</small>	2. Attest  Name & Title (typed)	<b>Corporate Seal</b>		
Name & Title (typed)	Name & Title (typed)			
Form No. DC 26-40-5 (CERTIFICATE AS TO CORPORATION on reverse side)				



PRINCIPAL (Continued)

**CERTIFICATE AS TO CORPORATION**

I, \_\_\_\_\_ certify that I am \_\_\_\_\_ Secretary of the Corporation named as Principal herein, that \_\_\_\_\_ who signed this bond on behalf of the Principal was then \_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; that said bond was duly signed and sealed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

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

**SURETY (IES)**

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

**INSTRUCTIONS**

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

Rev, July 1973

April 2007



Bureau of Materiel Management Department of General Services		CONTRACT NO.
<b>CONSTRUCTION CONTRACT</b>		DATE OF CONTRACT
NAME AND ADDRESS OF CONTRACTOR	TYPE OF ORGANIZATION (X)	
	<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP
	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> CORPORATION
		STATE OF INCORPORATION
DEPARTMENT		
CONTRACT FOR (Work to be performed)		
<p>The District of Columbia Government, a municipal corporation. (hereinafter called the "District" represented by the Contracting Officer executing this Contract, and the individual, partnership, joint venture, or corporation named above, (hereinafter called the "Contractor"), mutually agree to perform this Contract in strict accordance with the contract documents, including Standard Contract Provisions (including Instructions to Bidders), and amendments thereto, incorporated herein by reference and made a part hereof.</p>		
<p>Alterations, The following alterations were made in this Contract before it was signed by the parties hereto: (Insert "None" if applicable).</p>		

Form No. DC 26-40-6

April 2007



In witness whereof, the parties hereto have. executed this Contract as of the date entered on the first page hereof.

(The following is applicable if Contractor is corporation or incorporated joint-venture.)

\_\_\_\_\_ A Corporation

By \_\_\_\_\_ Title

Attest: \_\_\_\_\_ Secretary of Corporation

**Certificate as to Corporation**

I, \_\_\_\_\_ certify that I am \_\_\_\_\_ who signed this Contract and Performance. and Payment Bonds on behalf of the Contractor was then \_\_\_\_\_ of said Corporation; that I know his signature thereto is genuine; that the Contract and bonds were duly signed and sealed for and in behalf of said Corporation by authority of its governing body, and is within the scope its corporate powers. (Corporate Seal)

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

(The following is applicable if Contractor is individual, partnership or unincorporated joint venture.) Signed and Sealed in the presence of:

\_\_\_\_\_ Name

\_\_\_\_\_ Address

\_\_\_\_\_ Name (L.S.)

\_\_\_\_\_ Address

\_\_\_\_\_ Name

\_\_\_\_\_ Address

\_\_\_\_\_ Name

\_\_\_\_\_ Address (L.S.)

Witness \_\_\_\_\_ As to Contracting Officer Approved as to form:

By \_\_\_\_\_ Director, Dept. of Contracting Officer Conforms with accepted bid:

(Applicable only if Contract exceeds \$5,000,000)

The Mayor of the District of Columbia has approved this contract and has directed the Executive Secretary, District of Columbia to indicate his approval thereon, who has set his hand and affixed the seal of the District of Columbia hereto under authority of Public Law 93-198, approved December 24, 1973, Section 422, Part B.

SEAL OF DISTRICT

By: \_\_\_\_\_ Executive Secretary District of Columbia Date: \_\_\_\_\_



Standard Contract Provisions

Bureau of Material Management Department of General Services	<b>PERFORMANCE BOND</b> (CONSTRUCTION) (See instructions on reverse)	Date Bond Executed (must be same or later than date of Contract)		
PRINCIPAL (Legal Name and Address)	<b>TYPE OF ORGANIZATION (X)</b>			
	<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION			
	STATE OF INCORPORATION			
SURETY (IES) (Name(s) and Address(es))	<b>PENAL SUM OF BOND</b>			
	MILLIONS	THOUSAND(S)	HUNDRED(S)	CENTS
	CONTRACT DATE		CONTRACT IDENTIFIER.	
<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 or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.</p> <p>THE CONDITION OF THIS OBUIGATION IS SUCH, that whereas the Principal entered into the Contract identified above.</p> <p>NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all undertakings, covenants, terms, and conditions, and agreements of the Contract during the original term of the Contract and any extension thereof that may be granted by the District with or without notice to the Surety, and during the life of guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, and shall save harmless and indemnify the District from any and all claims, delays, suits, costs, charges, damages, counsel fees, judgments and decrees to which the District may be subjected at any time on account of any infringement by the Principal of letters, patents, or copyrights, unless otherwise specifically stipulated in the Contract or on account of any injury to persons or damage to property or premises that occur as a result of any act or omission of the Principal in connection with the prosecution of the work under the Contract and shall pay the same, then the above obligation shall be void; otherwise to remain in full force and virtue.</p>				
<b>PRINCIPAL</b>				
<b>1. Signature</b>  <div style="text-align: right;">SEAL</div>	<b>1. Attest</b>  	<b>Corporate Seal</b>		
<b>Name &amp; Title (typed)</b>	<b>Name &amp; Title (typed)</b>			
<b>2. Signature</b>  <div style="text-align: right;">SEAL</div>	<b>2. Attest</b>  	<b>Corporate Seal</b>		
<b>Name &amp; Title (typed)</b>	<b>Name &amp; Title (typed)</b>			

Form No. DC 26-40-7



<b>SURETY (IES)</b>			
1. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		
2. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		
<b>BOND PREMIUM</b>			
Rate Per Thousand	Total Premium	Name & Address of Agency or Agent Receiving Commission	
Approved By:			
_____ Director Dept. of Contracting Officer			
<b>INSTRUCTIONS</b>			
<ol style="list-style-type: none"> <li>1. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by the authorized person signing the Contract. When such person signing is other than the President or Vice-President of a corporation, evidence of authority shall be furnished. Such evidence shall be in the form of either an Extract of Minutes of a Meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and with Corporate Seal affixed thereto.</li> <li>2. Corporations executing the bond as sureties shall be among those appearing on the U.S. Treasury Department's list of approved sureties and shall be acting within the limitations set forth therein, and shall also be listed with the Department of Insurance, D.C., to do business in the District of Columbia. The surety shall (1) Insert on the bond form the name and address of the agency receiving the commission; and (2) attach an adequate Power-of-Attorney for each representative signing the bond.</li> <li>3. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal"; two witnesses shall sign and include their addresses, under the word "attest". If executed in Maine or New Hampshire, an adhesive seal shall be affixed.</li> <li>4. The name of each person signing this performance bond shall be typed in the space provided.</li> </ol>			

Rev. July 1973



Bureau of Material Management Department of General Services	<b>PAYMENT BOND</b> (CONSTRUCTION) (See instructions on reverse)	Date Bond Executed (must be same or later than date of Contract)		
PRINCIPAL (Legal Name and Address)	<b>TYPE OF ORGANIZATION (X)</b>			
	<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION			
	STATE OF INCORPORATION			
SURETY (IES) (Name(s) and Address(es))	<b>PENAL SUM OF BOND</b>			
	MILLIONS	THOUSAND(S)	HUNDRED(S)	CENTS
	BID OPENING DATE		INVITATION NO.	
<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 Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves In such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.</p> <p>THE CONDITION OF THIS OBUGATION IS SUCH, that whereas the Principal entered into Contract identified above.</p> <p>NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in the Contract, and any and all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety(ies) being hereby waived, then the above obligation shall be void; otherwise to remain in full force and virtue.</p>				
<b>PRINCIPAL</b>				
<b>1. Signature</b>  <div style="text-align: right;">SEAL</div>	<b>1. Attest</b>  	<b>Corporate Seal</b>		
Name & Title (typed)	Name & Title (typed)			
<b>2. Signature</b>  <div style="text-align: right;">SEAL</div>	<b>2. Attest</b>  	<b>Corporate Seal</b>		
Name & Title (typed)	Name & Title (typed)			

Form No. DC 26-40-8



<b>SURETY (IES)</b>			
1. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		
2. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		
<b>BOND PREMIUM</b>			
Rate Per Thousand	Total Premium	Name & Address of Agency or Agent Receiving Commission	
Approved By:			
_____ Director Dept. of Contracting Officer			
<b>INSTRUCTIONS</b>			
<ol style="list-style-type: none"> <li>1. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by the authorized person signing the Contract. When such person signing is other than the President or Vice-President of a corporation, evidence of authority shall be furnished. Such evidence shall be in the form of either an Extract of Minutes of a Meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and with Corporate Seal affixed thereto.</li> <li>2. Corporations executing the bond as sureties shall be among those appearing on the U.S. Treasury Department's list of approved sureties and shall be acting within the limitations set forth therein, and shall also be listed with the Department of Insurance, D.C., to do business in the District of Columbia. The surety shall (1) Insert on the bond form the name and address of the agency receiving the commission; and (2) attach an adequate Power-of-Attorney for each representative signing the bond.</li> <li>3. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal"; two witnesses shall sign and include their addresses, under the word "attest". If executed in Maine or New Hampshire, an adhesive seal shall be affixed.</li> <li>4. The name of each person signing this performance bond shall be typed in the space provided.</li> </ol>			

Rev. July 1973



## LABOR PROVISIONS

### (Construction Contract)

**ARTICLE 1. DAVIS-BACON ACT (40 USC 276a-276a 7)** – Each Contractor and subcontractor at any tier contracting for any part of Contract work in excess of \$2,000 for construction alteration, and/or repair, including painting and decorating, of public buildings and public works and which requires or involves the employment of mechanics and/or laborers shall be subject to the Davis-Bacon Act provisions as follows:

#### A. MINIMUM WAGES –

1. All mechanics and laborers 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 construction or development 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 under the Copeland Act (29 CFR Part 3)), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision 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; and the wage determination decision shall be posted by the contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated under section 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 29 CFR 5.5(a)(1)(iv). Also for the purpose of this clause; regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.
2. The Contracting Officer shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination and a report of the action taken shall be sent by the Contracting Officer to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics, including apprentices and trainees, to be used, the question accompanied by the recommendation of the Contracting Officer shall be referred to the Secretary for final determination.
3. The Contracting Officer shall require, 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 wage rate and the contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Contracting Officer, shall be referred to the Secretary of Labor for determination.
4. If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount o any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract: Provided, however, 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.



**B. WITHHOLDING.** – The Contracting Officer may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices and trainees, employed by the contractor or any subcontractor on the work the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice or trainee, 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 development of the project, all or part of the wages required by the contract, the District 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.

**C. PAYROLLS AND BASIC RECORDS.** –

1. Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three 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 will contain the name and address of each such employee, his correct classification, rates of pay. (including rates of contributions or costs anticipated of the types described in section l(b)(2) of the Davis-Bacon Act), daily and weekly number 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 l(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.
2. The contractor will submit weekly a copy of all payrolls to the Contracting Officer 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 Contracting Officer. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance" which is required under this contract and the Copeland regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a)(1)(iv) shall satisfy this requirement. The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The contractor will make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of the District and the Department of Labor, and will permit such representatives to interview employees during working hours on the job. Contractors employing apprentices or trainees under approved programs shall include a notation on the first weekly certified payrolls submitted to the Contracting Officer that their employment is pursuant to an approved program and shall identify the program.

**ARTICLE 2. CONVICT LABOR (18 USC 438)** – Convict labor shall not be used on Contract work unless otherwise provided by law.



### ARTICLE 3. APPRENTICES AND TRAINEES

- A. APPRENTICES** – Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with the Apprenticeship Council, D.C. Department of Labor of Employment Services. The allowance ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor a to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in Section B. of this Article or is not registered as above, shall be paid the wage rate determined by the Secretary of Labor or the classifications of work he actually performed. The Contractor and Subcontractor shall furnish to the Contracting Officer written evidence of the registration of his appropriate ratios and wage rates for the areas of construction, prior to using any apprentice on the Contract.
- B. TRAINEES** – Trainees will be permitted to work as such when they are bona fide trainees employed pursuant to a program approved by the Contracting Officer and Apprenticeship Council, D.C. Department of Labor.
- C. REQUIREMENTS** – The Contractor agrees to hire for the performance of the Contract a number of apprentices or trainees or both, in each occupation, which bears to the average number of the journeymen in that occupation to be employed in the performance of the Contract the applicable ratios as determined by the Apprenticeship Council, D. C. Department of Labor Employment Services.
1. The Contractor shall assure that 25 percent of such apprentices or trainees in each occupation are in their first year of training, when feasible. Feasibility here involves a consideration of:
    - a. The availability of training opportunities for first year apprentices;
    - b. The hazardous nature of the work for beginning workers;
    - c. Excessive unemployment of apprentices in their second and subsequent years of training.
  2. The Contractor shall maintain records of employment, by trade, of the number of apprentices and trainees, apprentices and trainees by first year of training, and of journeymen, and the wages paid and hours of work of such apprentices, trainees and journeymen. The Contractor shall make these records available for inspection upon request of the Contracting Officer and the Apprenticeship Council, D. C. Department of Labor Employment Services.
  3. The Contractor who claims compliance based on the criterion stated in 29 CFR5.a. agrees to maintain records of employment as described in 29 CFR5.a..3(a)(2) on non-governmental and non-governmentally assisted construction work done during the performance of the Contract in the same labor market area. The Contractor shall make these records available for inspection upon request of the Contracting Officer and the Apprenticeship Council, D. C. Department of Labor Employment Services.
  4. The Contractor agrees to supply one copy of the written notices as required in accordance with 29 CFR. 5.a.4(c) at the request of the Contracting Officer. The



Contractor shall supply at 3 month intervals during performance of the Contract and after completion of the Contract performance a statement containing a breakdown by craft of hours worked and wages paid for first year apprentices and trainees, other apprentices and trainees, and journeymen. Two copies of the statement shall be submitted to the Contracting Officer, who will submit a copy to the Apprenticeship Council, D. C. Department of Labor. Employment Services

5. Section 5, D. C. Law 2-156, AC] 2-325, dated December 29, 1978, is hereby incorporated as part of this Amendment as follows:

"All prime contractors and subcontractors who contract with the District of Columbia Government to perform construction or renovation work with a single contract or cumulative contracts of at least \$500,000, let within a twelve (12) month period, shall be required to register an apprentice-ship program with the District of Columbia Apprenticeship Council." 25 D.C. Register 6991.

#### **ARTICLE 4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 USC 327- 330)**

- A. OVERTIME BASIS** – Each Contractor and subcontractor at any tier contracting for any part of Contract work which may require or involve the employment of laborers, mechanics, watchmen or guards, apprentices or trainees shall not require or permit any laborer, mechanic, watchman or guard, apprentice or trainee in any workweek in which he is employed on such work, to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek unless such laborer, mechanic, watchman or guard, apprentice or trainee receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek, as the case may be.
- B. LIABILITY FOR UNPAID WAGES** – In the event of violation of the provisions of Section A, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the District for Liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman or guard, apprentice or trainee employed in violation of any provision of Section A, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight (8) hours or in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by Section A.

The Contracting Officer may withhold or cause to be withheld from the Contractor such sums as administratively determined to satisfy any liability of the Contractor and subcontractors for unpaid wages and liquidated damages as herein provided. In the event of failure to pay any laborer, mechanic, watchman, or guard, apprentice or trainee employed or working on the work site, all or part of the wages required by the Contract, the Contracting Officer may, after written notice to the Contractor, 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.

- C. DISPUTES** – Any Contractor or subcontractor aggrieved by the withholding of a sum as liquidated damages as provided shall have the right, within sixty (60) days thereafter, to appeal to the Contracting Officer in the case of liquidated damages withheld for the use and benefit of the District. The Contracting Officer shall have authority to review the administrative determination of liquidated damages and to issue a final order affirming such determination; or if it is found that the sum determined is incorrect or that the Contractor or subcontractor violated, these Labor Provisions inadvertently notwithstanding the exercise of due care on his part and that of his agents, recommendations may be made to the Secretary of Labor that an appropriate adjustment in liquidated damages be made, or that the Contractor or subcontractor be relieved of liability for such liquidated damages. The Secretary will review all pertinent facts in the matter and may



conduct such investigation as he deems necessary so as to affirm or reject the recommendation. The decision of the Secretary shall be final. In all such cases in which a Contractor or subcontractor may be aggrieved by a final order for the withholding of liquidated damages as herein before provided, the Contractor or subcontractor may, within sixty (60) days after such final order, file a claim per Article 7 of the General Provisions, provided, however, that final orders of the Contracting Officer or the Secretary of Labor as the case may be, shall be conclusive with respect to findings of fact if such findings are supported by substantial evidence.

- D. VIOLATION PENALTY** – If the Contractor or subcontractor who employs, directs & controls any laborer or mechanic employed in the performance of any work contemplated by the Contract, shall intentionally violate any provision herein, he shall be deemed guilty of a misdemeanor, and for each and every such offense shall, upon conviction, be punished by a fine of not to exceed \$1,000 or by imprisonment for not more than six (6) months, or by both such fine and imprisonment, in the discretion of the court having jurisdiction thereof (Section 106 Title 1, P.L. 87-851, 40 USC Sec. 332, 76 Stat. 359).
- E. HEALTH AND SAFETY STANDARDS** – It is a condition of the Contract, and shall be made a condition of each subcontract under the Contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the Contract to work in surroundings or wider working condition which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards per 29 CFR Part 1518.

The Secretary of Labor is authorized to make such inspections, hold such hearings, issue such orders, and make such decisions based on findings of fact, as are deemed necessary to gain compliance with this Section and any health and safety standard promulgated by the Secretary. In the event that the Secretary of Labor determines non-compliance under the provisions of this Section after an opportunity for an adjudicatory hearing by the Secretary of any condition of the Contract, the District shall have the right to cancel the Contract, and to enter into other contracts for the completion of the Contract work, charging any additional cost to the Contractor.

**ARTICLE 5. COPELAND ACT (18 USC 874, and 40 USC 276c)** – Each Contractor and subcontractor at any tier contracting for any part of Contract work in excess of \$2,000.00 shall be subject to the Copeland Act provisions as follow:

- A. DEFINITION** – As used in this Article, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.
- B. WEEKLY COMPLIANCE STATEMENT** – The Contractor and each subcontractor engaged in the construction, prosecution, completion or repair of any public building or public work shall furnish each week a statement with respect to the wages paid each of his employees engaged on work covered by these Labor Provisions during the preceding weekly payroll period. The statement shall be executed by the Contractor or subcontractor, or by an authorized officer or employee of the Contractor or subcontractor, who supervises the payment of wages, and shall be on the form attached at the end of these Labor Provisions and entitled "Weekly Statement of Compliance" (Form No. DC 2640-11).

Each weekly statement required shall be delivered by the Contractor or subcontractor, within seven (7) days after regular payment date of the payroll period, to a representative of the Contracting Officer in charge at the site of the building or work. After each examination and check as may be made, such statement, or copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the US. Department of Labor.



Upon a written finding by the Contracting Officer, the Secretary of Labor may provide reasonable limitations, variations, tolerances and exemptions from the requirements of this Section subject to such conditions as the Secretary of Labor may specify.

**C. PAYROLLS AND RECORDS** – The Contractor and each subcontractor shall preserve his weekly payroll records for a period of three (3) years from date of completion of the Contract. The payroll records shall set out accurately and completely the name, address-and Social Security Number of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the Contracting Officer, and by authorized representatives of the U.S. Department of Labor.

**D. PAYROLL DEDUCTIONS NOT SUBJECT TO SECRETARY OF LABOR APPROVAL** – Deductions made under the circumstances or in the situations described in paragraphs of this Section may be made without application to and approval at the Secretary of Labor:

1. Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.
2. Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
3. Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the Contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.
4. Any deduction constituting a contribution on behalf of the person employed to funds established by the employer, or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities or retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, that the following standards are met:
  - a. The deduction is not otherwise prohibited by law;
  - b. it is either voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or provided for in a bona fide collective bargaining agreement between the Contractor or subcontractor and representatives of his employees;
  - c. No profit or other benefit is otherwise obtained, directly or indirectly, by the Contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and
  - d. The deductions - shall serve the convenience and interest of the employee.
5. Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.



6. Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal, State and District credit union statutes.
7. Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
8. Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.
9. Any deduction to pay regular union initiation fees and membership dues, not including fines or special assessments; provided, however, that a collective bargaining agreement between the Contractor or subcontractor and representatives of his employees provides for such deductions and the deductions are not otherwise prohibited by law.
10. Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of Section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of said title. When such a deduction is made the additional records required under 516.25(a) of this title shall be kept.

**E. PAYROLL DEDUCTIONS SUBJECT TO SECRETARY OF LABOR APPROVAL** – The Contractor and any subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Section D. The Secretary may grant permission whenever he finds that:

1. The Contractor, subcontractor or any individual person does not make a profit or benefit directly from the deduction, either in the form of a commission, dividend or otherwise;
2. The deduction is not otherwise prohibited by law;
3. The deduction is either:
  - a. voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or
  - b. provided for in a bona fide collective bargaining agreement between the Contractor or subcontractor and representatives of its employees; and
4. The deduction serves the convenience and interest of the employee.

**F. APPLICATIONS FOR SECRETARY OF LABOR APPROVAL** – Any application for the making of payroll deductions under Section E. shall comply with the requirements prescribed in Paragraphs 1 through 5:

1. The application shall be in writing and shall be addressed to the Secretary of Labor.
2. The application shall identify the Contract under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.



3. The application shall state affirmatively that there is compliance with the standards set forth in Section B. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
4. The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages proposed deduction would be made.
5. The application, shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

**G. ACTION BY SECRETARY OF LABOR UPON APPLICATIONS** – The Secretary will decide whether or not the requested deduction is permissible under provisions of Section B, and shall notify the applicant in writing of his decision.

**H. PROHIBITED PAYROLL DEDUCTIONS** -- Deductions not elsewhere stipulated and which are not found to be permissible under Section B are prohibited.

**I. METHODS OF PAYMENT OF WAGES** – The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible. No other methods of payment shall be recognized on work subject to the Copeland Act.

**ARTICLE 6. EQUAL OPPORTUNITY** – On contracts exceeding \$10,000.00, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, age, sex, religion or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, age, sex, religion or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Article. 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 without regard to race, color, age, sex; religion or national origin.

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

The Contractor shall permit access to his books, records and accounts by the Contracting Officer, and the Office of Human Rights or their agents, for purposes of investigation to ascertain compliance with this Article.

In the event of the Contractor's non-compliance with this Article, the Contract may be cancelled in whole or in part and the Contractor may be declared ineligible for further District contracts. The Contractor shall include the provisions of this Article in every subcontract unless exempted by rules, regulations or orders of the District, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract as the Contracting Officer may direct as a means of enforcing such provisions, including sanctions for non-compliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such directions by the Contracting Officer, the Contractor may request the District to enter into such litigation to protect the interests of the District.



**ARTICLE 7. NONSEGREGATED FACILITIES** – The Contractor certifies that he does not and will not maintain or provide for his employees any segregated facility at any of his establishments; that he does not and will not permit his employees to perform their services at any location under his control where segregated facilities are maintained; and that he will obtain and retain identical certifications from proposed subcontractors prior to award or subcontracts.

"Segregated facilities" shall mean any waiting room, work area, wash and rest rooms, restaurant and other eating area, time clock, locker room and other storage or dressing area, parking lot, drinking fountain, recreation or entertainment area, transportation and housing facility, provided for employees which is segregated by explicit directive or is segregated on the basis of race, color, age, sex, religion or national origin, because of habit, local custom or otherwise. Penalty for violation or making false statements is prescribed in 18 USC 1001.

**ARTICLE 8. TERMINATION AND DEBARMENT** – A breach of provisions set forth under these Labor Provisions may be grounds for termination of the Contract and for debarment as provided in 29 CTR 5.6.

**ARTICLE 9, UTILIZATION OF MINORITY BUSINESS ENTERPRISES** – COMMISSIONERS ORDER 73-51 dated February 28, 1973

The Contractor agrees to use his best efforts to utilize minority business enterprises as his subcontractors to the fullest extent consistent with the efficient performance of the. Contract as used in the Contract, the term "minority business enterprises" means a business at least 50 percent of which is owned by minority group members or, in the case of a publicly owned business at least 51 percent of the 'stock which is owned by minority group members.'

For the purpose of the above definition, minority group members are Negroes, Spanish speaking American persons, American-Orientals, American-Indians, American-Eskimos and American-Aleuts. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

The Contactor further agrees to establish a program for utilizing minority business enterprises as subcontractors and suppliers under the Contract. In this connection each Contractor or subcontractor shall:

1. Award a reasonable proportion of all subcontracts and purchase orders to minority business enterprises;
2. Provide reasonable technical assistance to minority business enterprises as may be appropriate so as facilitate the participation of minority enterprises;
3. Assure that all, known minority enterprises will have an equitable opportunity to compete for sub-contracts or purchase orders, particularly by arranging, solicitations, time for preparation of bids, quantities, specifications and delivery schedules so that minority business enterprises may participate;
4. Maintain records showing:
  - a. procedures which have been adopted to comply with the policies set forth in this Article including the establishment of a source list of minority business enterprises;
  - b. awards to minority business enterprises on the source list; and
  - c. specific efforts to indemnify and award contracts to minority business enterprises;



5. Include this Utilization of Minority Business Enterprises Article in all subcontracts which offer substantial minority business subcontracting opportunities;
6. Cooperate with the Contracting Officer and the Office of Human Rights in any study and survey of the Contractor's minority business enterprises procedures and practices that may be conducted from time to time;
7. Submit periodic reports of subcontracting to minority business enterprises in such form and manner and at such time as may be prescribed by the Contracting Officer or the Office of Human Rights.



<b>DISTRICT OF COLUMBIA WEEKLY STATEMENT OF COMPLIANCE (Construction)</b>		
Project No. Invitation No.	Contract No.	Date
<b>WAGES AND HOURS</b>		
	Total This Period	Total To Date
Straight Time Hours Worked		
Overtime Hours Worked		
Overtime and Straight Time Hours Combined		
Wages Earned		
<p>I, _____, _____            (Name of Signatory party) (Title)</p> <p>do hereby state</p> <p>(1) That I pay or supervise the payment of the persons employed by _____            _____ on the _____;            (Contractor or Subcontractor) (Building or Work)</p> <p>that during the payroll period commencing on the _____ day of _____            19____, and ending on the _____ day of _____, 19____, all persons            employed on said project have been paid full weekly wages earned, that no rebates have been or will be made either            directly or indirectly to or on behalf of said _____            from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly            from the full wages earned by any person, other than permissible deductions as defined in 29 CFR Part 3 issued by the            Secretary of Labor under the Copeland Act as amended (48 Stat. 948; 63 Stat. 108; 72 Stat. 537; 40 USC 278c), and            described below:</p> <p>(2) That any payroll otherwise under the Contract required to be submitted for the above period are correct and complete;            that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in            any wage determination incorporated into that the Contract; that the classifications set forth therein for each laborer or            mechanic conform with the work he performed.</p> <p>(3) That any apprentice employed in the above period is duly registered in a bona fide apprenticeship program registered            with the Bureau of Apprenticeship Training, U.S. Department of Labor.</p>		
NOTE - Fringe Benefits Statement and Signature Block are on reverse.		

Form No. D. C. 2640-11





This Page Intentionally Left Blank



ATTACHMENT J.7

COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS



This Page Intentionally Left Blank



## 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) to notify, when appropriate, the concerned contracting agencies, the Office of Federal Contract Compliance Programs, the U.S. Department of Justice, or other appropriate Federal, State, and District agencies, whenever the Director has reason to believe that practices of any Contractor, labor organization, lending institution, insurance firm, or agency violate provisions of Federal, State, or District, laws;
  - (g) to enter, where the determinations are made by Federal, State, or District agencies, into reciprocal agreements with those agencies to receive the appropriate information;
  - (h) to hold hearings, public or private, as necessary to obtain compliance with any rules, regulations, and procedures promulgated pursuant to this Order, and to issue orders relating thereto. No order to terminate or cancel a contract, or to withhold from any Contractor further District of Columbia Government Contractors shall be issued without affording the Contractor an opportunity for a hearing. Any order to terminate or cancel a contract or to withhold from any Contractor further District of Columbia Government contracts shall be issued in accordance with rules, and regulations pursuant to the Administrative Procedure Act, as amended and;



## Compliance with Equal Opportunity Obligations

---

- (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 244 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

1100.0 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 Human Rights involving the following:

April 2007



- (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 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 (requirement shall apply to all Job Order Contracts covered by this solicitation) , 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.
- 1104.5.1 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 with in 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.



## Compliance with Equal Opportunity Obligations

---

- 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:

April 2007



- (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 specified by each Contracting Agency, but which shall not exceed ten (10) working days after becoming the apparent Contractor.
- 1111.5 The apparent low bidder or offeror shall furnish all information and reports to the Contracting Agency as required by this chapter, and shall permit access to all books or records pertaining to its employment practices or worksites.
- 1111.6 No contract subject to section 1104 shall be executed by the Contracting Agency, if the apparent low bidder or offeror does not submit an Affirmative Action Program, or if the Program has been disapproved in writing by the Director.
- 1111.7 If there is disagreement between the Contractor and the Contracting Officer as to the adequacy of the Affirmative Action Program, the matter shall be referred to the Director for a decision.
- 1112 AFTER EXECUTION OF CONTRACT
- 1112.1 Each Contractor shall maintain throughout the term of the contract the minimum standards for the employment of minorities and women, as set forth in the approved Affirmative Action Program.
- 1112.2 Each Contractor shall require that each subcontractor, or vendor under the contract comply with the provision of the contract and the Affirmative Action Program.



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

1113 MONITORING AND EVALUATION

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

1114 AFFIRMATIVE ACTION TRAINING PROGRAM

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

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



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

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

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

#### 1115 COMPLIANCE REVIEW

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

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

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

#### 1116 ENFORCEMENT



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

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

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

1117 COMPLAINTS

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

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

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

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

1118 HEARINGS

April 2007



- 1118.1 In the event that a dispute arises between a bidder, offeror or prospective Contractor and the Director or the Contracting Officer as to whether the proposed program of affirmative action for providing equal employment opportunity submitted by such bidder, offeror or prospective Contractor complies with the requirements of this chapter and cannot be resolved by the methods of conference, conciliation, mediation, or persuasion, the bidder, offeror or prospective Contractor in question shall be afforded the opportunity for a hearing before the Director.
- 1118.2 If a case in which an investigation by the Director or the Contracting Agency has shown the existence of an apparent violation of the non-discrimination provisions of the contract required under section 1103 is not resolved by the methods specified in subsection 1117.2, the Director may issue a notice requiring the Contractor in question to show cause, within thirty (30) days, why enforcement proceedings or other appropriate action should not be initiated. The Contractor in question shall also be afforded the opportunity for a hearing before the Director.
- 1118.3 The Director may hold a hearing on any complaint or violation under this chapter, and make determinations based on the facts brought before the hearing.
- 1118.4 Whenever the Director holds a hearing it is to be held pursuant to the Human Rights Act of 1977, a notice of thirty (30) working days for the hearing shall be given by registered mail, return receipt requested, to the Contractor in question. The notice shall include the following:
- (a) A convenient time and place of hearing;
  - (b) A statement of the provisions in this chapter or any other laws or regulations pursuant to which the hearing is to be held; and
  - (c) A concise statement of the matters to be brought before the hearing.
- 1118.5 All hearings shall be open to the public and shall be conducted in accordance with rules, regulations, and procedures promulgated pursuant to the Human Rights Act of 1977.
- 1119 **SANCTIONS**
- 1119.1 The Director, upon finding that a Contractor has failed to comply with the non-discrimination provisions of the contract required under section 1103, or has failed to make a good faith effort to achieve the utilization standards under an approved Affirmative Action Program, may impose sanctions contained in this section in



addition to any sanction or remedies as may be imposed or invoked under the Human Rights Act of 1977.

- 1119.2 Sanctions imposed by the Director may include the following:
- (a) Order that the Contractor be declared ineligible from consideration for award of District of Columbia Government contracts or subcontracts until such time as the Director may be satisfied that the Contractor has established and will maintain equal opportunity policies in compliance with this chapter; and
  - (b) Direct each Contracting Officer administering any existing contract to cancel, terminate, or suspend the contract or any portion thereof, and to deny any extension, modification, or change, unless the Contractor provides a program of future compliance satisfactory to the Director.
- 1119.3 Any sanction imposed under this chapter may be rescinded or modified upon reconsideration by the Director.
- 1119.4 An appeal of any sanction imposed by order of the Director under this chapter may be taken pursuant to applicable clauses of the affected contract or provisions of law and regulations governing District of Columbia Government contracts.
- 1120 NOTIFICATIONS
- 1120.1 The Director shall forward in writing notice of his or her findings of any violations of this chapter to the Contracting Officer for appropriate action under the contract.
- 1120.2 Whenever it appears that the holder of or an applicant for a permit, license or franchise issued by any agency or authority of the Government of the District of Columbia is a person determined to be in violation of this chapter the Director may, at any time he or she deems that action the Director may take or may have taken under the authority of this chapter, refer to the proper licensing agency or authority the facts and identities of all persons involved in the violation for such action as the agency or authority, in its 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



## Compliance with Equal Opportunity Obligations

---

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.



This Page Intentionally Left Blank



## J.7A Equal Opportunity Compliance



This Page Intentionally Left Blank



Contract Identifier \_\_\_\_\_

## 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 :

Denise C. Clarke  
Supervisory Contract Specialist  
DC Public Schools  
Office of Contracts and Acquisitions  
825 North Capitol Street, N.E., 7th Floor-Suite 7066  
Washington, D.C. 20002

or her designee within ten (10) working days subsequent to the Notice of Intent to Award. 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.

### DC RESIDENT HIRING GOAL (See Section J.4 First Source Employment Agreement)

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 DC Apprenticeship Council.

### APPRENTICESHIP PROGRAM(See Section J.5 Compliance with DC Apprenticeship Obligations)

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 clause 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 address provided for the COTR in Section G.10 of this IFB Document:

Prime Contractors are responsible for timely submission of these reports from all their subcontractors(s).

Failure to comply with this requirement may delay partial payment voucher processing.



Contract Identifier \_\_\_\_\_

## ON YOUR [Bidder's] LETTER-HEAD

### EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

\_\_\_\_\_ SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT  
(Insert Company Name)  
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  
(Insert Company Name)  
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  
(Insert Company Name)  
CONCERNING NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

\_\_\_\_\_ SHALL STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE  
(Insert Company Name)  
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  
(Insert Company Name)  
PRACTICES, AND TO REQUIRE EACH SUBCONTRACTOR TO PERMIT ACCESS TO BOOKS AND RECORDS.

\_\_\_\_\_ AGREES TO COMPLY WITH ALL GUIDELINES FOR EQUAL EMPLOYMENT  
(Insert Company Name)  
OPPORTUNITY APPLICABLE IN THE DISTRICT OF COLUMBIA.

\_\_\_\_\_ SHALL INCLUDE IN EVERY SUBCONTRACT THE EQUAL OPPORTUNITY CLAUSES,  
(Insert Company Name)  
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**



Contract Identifier \_\_\_\_\_

**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 IDENTIFIER 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

\_\_\_\_\_  
DATE



EQUAL EMPLOYMENT OPPORTUNITY  
EMPLOYER INFORMATION REPORT

GOVERNMENT OF THE DISTRICT OF COLUMBIA DC Office of Contracting and Procurement Employer Information Report (EEO)	Reply to: Office of Contracting and Procurement 441 4 <sup>th</sup> Street, NW, Suite 700 South Washington, DC 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) 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	
---------------------------------	--



Equal Opportunity Compliance

a. Name of parent or affiliated Company					b. Employer Identification No.												
Address (Number and Street)					City or Town			Country			State		Zip Code				
<b>Section C - ESTABLISHMENT INFORMATION</b>																	
1. Is the location of the establishment the same as that reported last year?												<b>OFFICIAL USE ONLY</b>					
Yes			No		Did not report Last year		Report on combined basis			2. Is the major business activity at this establishment the same as that reported last year?							
										Yes		No					
2. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or service provided, as well as the principal business or industrial activity.																	
3. MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members).																	
Yes      No																	

DAS 84-404

(Replaces D.C. Form 2640.9 Sept. 74 which is Obsolete)

84-2P891



**SECTION D – EMPLOYMENT DATA**

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

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

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

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

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

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

**Section F - CERTIFICATION**

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

Name of Authorized Official \_\_\_\_\_ Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Name of person contact regarding this report (Type of print) \_\_\_\_\_ Address (Number and street) \_\_\_\_\_

Title \_\_\_\_\_ City and State \_\_\_\_\_ Zip Code \_\_\_\_\_ Telephone Number \_\_\_\_\_ Extension \_\_\_\_\_

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE.



DEPARTMENT OF HUMAN RIGHTS 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: \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_ PROJECT DESCRIPTIONS: \_\_\_\_\_

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

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

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

TOTAL DOLLAR AMOUNT SUBCONTRACTED TO \*MINORITY BUSINESS ENTERPRISES. \$ \_\_\_\_\_  
 PERCENT OF PRIME CONTRACT. \_\_\_\_\_%

\*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.



Contract Identifier \_\_\_\_\_

PROJECTED GOALS AND TIMETABLES FOR FUTURE HIRING

MINORITY GROUP EMPLOYES GOALS					TIMETABLES				
JOB CATEGORIES	MALE				FEMALE				
	BLACK	ASIAN	INDIAN	HISPANIC	BLACK	ASIAN	INDIAN	HISPANIC	
OFFICIALS & MANAGERS									
PROFESSIONALS									
TECHNICIANS									
SALES WORKERS									
OFFICE AND CLERICAL									
CRAFTSMANS (SKILLELD)									
OPERATIVE (SEMI-SKILLED)									
LABORERS (UNSKILLED)									
SERVICE WORKERS									
TOTALS									
NAME OF AUTHORIZED OFFICIAL:				TITLE:				SIGNATURE:	
FIRM NAME:						TELEPHONE NO:		DATE:	

INDICATE IF THE PRIME UTILIZES A "MINORITY FINANCIAL INSTITUTION"

\_\_\_\_\_ Yes      \_\_\_\_\_ No

NAME:

ADDRESS:

TYPE OF ACCOUNT/S:



---

This Page Intentionally Left Blank



ATTACHMENT J.8  
BIDDER RESPONSIBILITY/QUALIFICATIONS



This Page Intentionally Left Blank



---

---

BIDDER RESPONSIBILITY/QUALIFICATIONS

Statement of Bidder's Responsibility and Qualifications

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Attach additional pages, if needed.

1. Name of Bidder: \_\_\_\_\_

2. DUNS Number: \_\_\_\_\_ Federal Tax I.D. Number: \_\_\_\_\_

3. Name of principals:  
(If a Partnership, name of general partners)  
(If a Joint Venture provide joint venture/teaming agreement)

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

4. Permanent main office address: \_\_\_\_\_

\_\_\_\_\_

5. Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

5. When organized: \_\_\_\_\_

6. Where incorporated: \_\_\_\_\_

7. How many years have you been engaged in the contracting business under your present name?

\_\_\_\_\_

8. Previous names of companies in which the principals listed above (#2) have engaged in the contracting business: \_\_\_\_\_

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





Reference Form

Project References for \_\_\_\_\_  
(Insert Company Name Above)

Bidders shall provide references on this form.

R1. Client Name: \_\_\_\_\_

Procurement Contact: \_\_\_\_\_

Title: \_\_\_\_\_ E-mail: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Technical Representative: \_\_\_\_\_

Title: \_\_\_\_\_ E-mail: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Description of Project \_\_\_\_\_

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

Describe trades/disciplines for which your firm was responsible:

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



R2. Client Name: \_\_\_\_\_

Procurement Contact: \_\_\_\_\_

Title: \_\_\_\_\_ E-mail: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Technical Representative: \_\_\_\_\_

Title: \_\_\_\_\_ E-mail: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Description of Project \_\_\_\_\_

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

Describe trades/disciplines for which your firm was responsible:

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



R3. Client Name: \_\_\_\_\_

Procurement Contact: \_\_\_\_\_

Title: \_\_\_\_\_ E-mail: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Technical Representative: \_\_\_\_\_

Title: \_\_\_\_\_ E-mail: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Description of Project \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Describe trades/disciplines for which your firm was responsible:

\_\_\_\_\_

\_\_\_\_\_



R4. Client Name: \_\_\_\_\_

Procurement Contact: \_\_\_\_\_

Title: \_\_\_\_\_ E-mail: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Technical Representative: \_\_\_\_\_

Title: \_\_\_\_\_ E-mail: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Description of Project \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Describe trades/disciplines for which your firm was responsible:

\_\_\_\_\_

\_\_\_\_\_



R5. Client Name: \_\_\_\_\_

Procurement Contact: \_\_\_\_\_

Title: \_\_\_\_\_ E-mail: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Technical Representative: \_\_\_\_\_

Title: \_\_\_\_\_ E-mail: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Description of Project \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Describe trades/disciplines for which your firm was responsible:

\_\_\_\_\_

\_\_\_\_\_



11. Have you ever defaulted on a contract? \_\_\_\_\_

If so, where and why? \_\_\_\_\_

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

12. Have you ever refused to sign a contract at your original bid? \_\_\_\_\_

If yes, explain

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

13. Names background, experience of the principal members of your staff .

<u>Name</u>	<u>Background</u>	<u>Years in Contracting</u>
_____		
_____		
_____		

14. Furnish written evidence, on a Surety company's letterhead, that your firm has the ability to obtain/secure Payment and Performance Bonding in the amounts that meet the requirements of the contract on which you are bidding.

15. Attach CPA (a CPA other than one employed by your firm) prepared Financial Statements (including all notes) no more than 12 months old. (*all financial information provided will be held in the strictest confidence and not disclosed to any other party*).

16. Will you, upon request, furnish any other information that may be required by the DCPS?

\_\_\_\_\_

17. When bidding on JOC Mechanical Contracts, bidders must furnish proof of valid District of Columbia licensing that demonstrates their qualifications to execute the mechanical Work contemplated thereunder. The minimum standard of licensing qualifying the Contractor to bid shall be: a qualifier(s) currently employed by the bidder that holds a valid District of Columbia master plumber's license and master refrigeration and air conditioning mechanic's license.

18. When bidding on Contract Electrical Contracts, bidders must furnish proof of valid District of Columbia licensing that demonstrates their qualifications to execute the electrical Work contemplated thereunder. The minimum standard of licensing qualifying the Contractor to bid shall be: a qualifier currently employed by the bidder that holds a valid District of Columbia master electrician's license.

19. Does your firm have a registered Apprenticeship program with the D.C. Apprenticeship Council?

YES  NO

If yes, D.C. Apprenticeship Council Registration Number: \_\_\_\_\_





This Page Intentionally Left Blank



ATTACHMENT J.9

BIDDER'S BID SUBMISSION CHECKLIST



This Page Intentionally Left Blank



---

## Bidder's Bid Submission Checklist

### 1. What to Submit

- A. Each bidder shall return the complete solicitation as its bid, excluding: Attachments J.1 (the Construction Task Catalog<sup>®</sup>), and J.2 (the Technical Specifications) and the CD-ROM provided).

### 2. Bidder Checklist

- A. To help ensure complete bids, the following is a checklist of sections within the solicitation that need to be completed by Bidders.

#### 1. SECTION A: SOLICITATION, OFFER AND AWARD

- a) Complete items numbered 13 through 18.
- b) Do not forget to acknowledge Addenda/Amendments (item 14)

#### 2. SECTION B: BID FORM

- a) Complete in its entirety.
- b) Bidders must submit a copy of certificates of registration or provisional certificates of registration and other required documentation issued by the Department of Small and Local Business Development for each and every area for which the bidder has claimed preferences (bid price reduction percentages).
- c) For bids submitted for one of the LSDBE set-aside contracts, the Bidders must submit a certificate of registration or provisional certificate of registration issued by the Department of Small and Local Business Development indicating the bidder is a Small Business Enterprise in the applicable SBE procurement category.

#### 3. SECTION J: LIST OF ATTACHMENTS

- a) Complete the First Source Employment Agreement (See J.4).
- b) Complete the Employment Agreement (See J.4A)
- c) Complete the Equal Opportunity Compliance Information (See J.7A)
- d) Complete the Bidder's Responsibilities/Qualifications (*Required to Be Notarized*) (See Section J.8)
  - i. Complete all the requested Information completely and include additional pages as necessary.
  - ii. Do not forget to include evidence of Bonding as required in item #14.
  - iii. Do not forget Financial Statements as required in item #15.
  - iv. Do not forget to include proof of applicable licensing as required in items # 17, #18, and #21
- e) Subcontractor Approval Forms (See J.10). *Not required to be completed at time of Bid.*
- f) DCPS Contractor Form of Summary Agreement (See J.11). *Not required to be completed at time of bid.*
- g) Complete the Tax Certification Affidavit (*Required to Be Notarized*) (See J.12)



h) Complete Form FR-500 Combined Business Tax Registration Application. *Complete this form regardless of whether you have completed and submitted this form to DC Government in the past. (See J.12A)*

4. SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

a) Complete the following Representations, Certifications and Other Statements of Bidders:

1. K.1 Certification of Eligibility (*Required to Be Notarized*)
2. K.2 *Not required to be completed at Time of Bid*
3. K.3 Payment to Subcontractors and Suppliers Certification
4. K.4 Certification of Independent Price Determination
5. K.5 *Not required to be completed at Time of Bid*
6. K.6 Certification as to Type of Business Organization
7. K.7 Metropolitan Washington Council of Government Rider Clause
8. K.8 Certification Regarding the Walsh-Healy Act
9. K.9 Certification of Environmentally Preferable Products
10. K.10 Certification Regarding Drug-Free Work Place



## ATTACHMENT J.10

### SUBCONTRACTOR APPROVAL FORMS

The following forms are provided for reference only. There are no required subcontracting forms that need to be completed or submitted with the bid. All documentation relating to subcontracting will be submitted on a Job Order-by-Job Order basis and subject to approval prior to any Job Order being issued by DCPS. The following forms are intended to communicate to bidders the type of documentation that will be required, per Job Order, to document the Contractor's subcontracting plan and compliance with the 35% LSDBE subcontracting requirement applicable to each Job Order. The actual forms utilized may vary slightly from those provided for reference.



---

This Page Intentionally Left Blank



### SUBCONTRACTING APPROVAL REQUEST

Please type or complete using a computer to enter the Information. This form is available as a MS Word 97 document from the - DCPS Office of Contracts & Acquisitions, Phone (202) 576-3293, or via Email from Eugene.Slater@k12.dc.us\_

(1) Project Name		(2) Invitation Number	
(3) Prime Contractor's Name Phone		(4) Address	
(5) Subcontractor's Name, Address & Phone No.		(6) Estimated Starting Date	
		(7) Estimated Completion Date	(8) F.A.P.#
		(9) Number of Subcontractor Employees in The Workplace	(10) Number of DC Residents Employed
(11) Description of Work		Cost	
(12) [ ] See Attached for Additional Descriptions or Remarks			
(13) Subcontractor's Business Enterprise:		YES	NO
Minority Business Enterprise		<input type="checkbox"/>	<input type="checkbox"/>
Women Business Enterprise		<input type="checkbox"/>	<input type="checkbox"/>
Non-Minority Business Enterprise		<input type="checkbox"/>	<input type="checkbox"/>
Local, Small & Disadvantaged Business (Attach Certifications)		<input type="checkbox"/>	<input type="checkbox"/>
(14) Indicate if the following were included in the subcontract agreement:		YES	NO
Contract Wage Schedule		<input type="checkbox"/>	<input type="checkbox"/>
(15) Required Labor Contract Provisions		<input type="checkbox"/>	<input type="checkbox"/>
16) On-Site Work Force Affirmative Action Requirements for Women and Minorities - Special Conditions		<input type="checkbox"/>	<input type="checkbox"/>
(17) Subcontractor's Certification of Nondiscrimination in Employment (Form Included in the Bid Proposal)		<input type="checkbox"/>	<input type="checkbox"/>
(18) I request approval of this subcontract and certify that the organization which will perform this work is capable, has not been debarred and that the work will be performed in accordance with the Contract Specifications. I further certify that all required Contract Provisions are physically included as part of the Subcontract Agreement.			
<b>PRIME CONTRACTOR'S REPRESENTATIVE</b>		<b>TITLE</b>	
		<b>DATE</b>	
<i>The information below is completed by the DCPS OFM-Design/Construction Division</i>			
Review and Distribute After Approval			
( )		OCA, Construction District of Columbia Public Schools	
Project Construction Manager, OFM District of Columbia Public Schools		Date	
( )		Date	
Contract Specialist		Date	

DCPS FORM

Rev. 9/2003



Job Order Number \_\_\_\_\_  
(To be executed by Subcontractors)

District of Columbia Public Schools  
Office of Contract Acquisitions

LOCAL SMALL AND DISADVANTAGE BUSINESS ENTERPRISE

INTENT TO SUBCONTRACT

IFB No. \_\_\_\_\_ Project: \_\_\_\_\_

I agree to perform the proposed work described below as an LSDBE \_\_\_\_\_ MBE/WBE \_\_\_\_\_  
Subcontractor in accordance with the requirements of the District of Columbia Public Schools on the  
above named Contract in behalf of \_\_\_\_\_ for the  
approximate amount of \$ \_\_\_\_\_, provided that they are awarded this contract.

I also acknowledge that signing of this document represents the intent to complete portions of the work as  
a subcontractor, and this document is not mistaken as a formal contract/agreement between parties or  
with the District of Columbia Public Schools.

_____	_____
Name of LSDBE and/or MBE/WBE	Certifying Agency and (copy attached)
_____	_____
Authorized Signature	Date
_____	_____
Title	Phone No.

NOTE : Original Signatures or Certified copy required.

General Description of LSDBE and/or MBE/WBE services to be provided:



Job Order Number \_\_\_\_\_  
(To be executed by Prime Contractors)

District of Columbia Public Schools  
Office of Contract Acquisitions

CONTRACTOR'S INTENT TO SUBCONTRACT WITH THE LOCAL SMALL AND  
DISADVANTAGE BUSINESSES (LSDBE'S) OF THE D.C.

IFB No. \_\_\_\_\_

Project : \_\_\_\_\_

In accordance with the requirements of the District of Columbia Public Schools on the above named Contract, \_\_\_\_\_ hereby states its intention to subcontract the work listed below to \_\_\_\_\_ (Name of LSDBE \_\_\_ MBE/WBE \_\_\_) for approximately \$ \_\_\_\_\_ which is approximately \_\_\_% of the approximate bid price of \$ \_\_\_\_\_ as our fair-share objective.

We certify that we will comply with the Section H.46 LSDBE SUBCONTRACTING, and will maintain records, promptly allowing access upon request for such records by DCPS, District of Columbia and Federal personnel for the purposes of inspecting and auditing compliance with the requirements of the LSDBE Program. Such records and access thereto will be maintained for a period of three (3) years following certification of Final Completion.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

NOTE : This form must be used for all tiers of LSDBE and other MBE/WBE subcontracting.

General Description of LSDBE services to be provided:



This Page Intentionally Left Blank



ATTACHMENT J.11

DCPS-CONTRACTOR FORM OF SUMMARY AGREEMENT

As a condition of bidding, the Contractor agrees to execute and deliver the DCPS-Contractor Agreement on the following pages, in the prescribed form within ten (10) days of the Notice of Intent to Award issued by DCPS.



This Page Intentionally Left Blank



---

DCPS-CONTRACTOR FORM OF SUMMARY AGREEMENT

THIS AGREEMENT for a Job Order Contract (JOC) number \_\_\_\_\_, executed in three (3) originals, effective this \_\_\_\_\_ day of \_\_\_\_\_, 2007, is by and between the District of Columbia Public Schools (herein referred to as "DCPS") whose mailing address is 825 North Capitol Street, N.E., Suite 7066 , Washington, D.C. 20002, and \_\_\_\_\_ a corporation organized and existing under the law of the State of \_\_\_\_\_ (herein referred to as the "Contractor") whose mailing address is \_\_\_\_\_

---

All correspondence, submittals and notices relating to or required under this Contract shall be sent, in writing, to the addresses above listed; unless either party is notified, in writing, of a change in address.

In consideration of the promises made herein and other good and valuable considerations, the following terms and conditions are hereby agreed to between DCPS and Contractor.

Article 1

CONTRACT DOCUMENTS

- 1.1 This Agreement and the Contract Documents as specified below, in their entirety, comprise the Contract, and all are as fully a part hereof as if attached to this Agreement or repeated herein.
- 1.2 The Contract Documents consist of:
  - A. This Agreement
  - B. DCPS' Invitation for Bid (IFB) document No. GAFM-2007-I-0304 in its entirety, including any Addenda, inclusive of:
    - 1. IFB Attachment J.1a and J.1b- The Construction Task Catalog® (CTC)
      - (a) Attachment J.1a (CSI Sections 01-11)
      - (b) Attachment J.1b (CSI Sections 12-16)
    - 2. IFB Attachment J.2a, J.2b, J.2c, J.2d and J.2e- The Technical Specifications
      - (a) Attachment J.2a (CSI Sections 01-05)
      - (b) Attachment J.2b (CSI Sections 06-08)
      - (c) Attachment J.2c (CSI Sections 09-14)
      - (d) Attachment J.2d (CSI Section 15)
      - (e) Attachment J.2e (CSI Section 16)



- C. The Contractor's bid submission (all parts)
- D. Notice of Intent to Award
- E. Performance and Labor and Material Payment Bonds and Insurance Certificates provided
- F. Job Orders, Requests for Price Proposals, and Detailed Scopes of Work (including and referenced supplemental Specifications and/or drawings) issued under the Contract
- G. The Contractor's Price Proposals submitted under the Contract
- H. Written Modifications to the Agreement, signed by both parties, issued after the Agreement has been executed

## Article 2

### STATEMENT OF WORK

- 2.1 The Contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the Work, as required by the Contract Documents.

## Article 3

### CONTRACTOR

- 3.1 The Contractor is an independent Contractor and nothing in this Agreement shall be construed as implying the relationship of principal and agent or employer and employee between DCPS and Contractor, the Contractor's employees or designees. The independent Contractor shall exercise daily control over its employees' activities.

## Article 4

### TIME OF COMMENCEMENT AND COMPLETION

- 4.1 The Base Term of the Contract is one (1) year from the date of execution of this Agreement or when the Maximum Contract Term Value has been ordered, whichever occurs first. The Contract shall have a Base Term with a unilateral option provision for extending the Contract for an additional four (4) Optional Contract Terms, at the sole discretion of DCPS. DCPS has no obligation to execute an option for additional Optional Contract Terms. An Optional Contract Term is one (1) year from the date of option execution or when the Maximum Contract Term Value has been issued, whichever occurs first. The total duration of this Contract, inclusive of all Optional Contract Terms shall not exceed five (5) years.
- 4.2 The Contractor shall commence the Work promptly upon the date established in the each Job Order under the Contract; and, the Work shall progress with diligence and in the order which may be reasonably required.
- 4.3 Time is of the essence. The Contractor agrees to achieve Final Completion of the Work within the time specified in each Job Order (therein designated as the Job Order Completion Time).



- 4.4 The amount of Liquidated Damages, if any, shall be assessed on a Job Order by Job Order basis pursuant to Contract Terms and Conditions contained in the IFB. This provision for Liquidated Damages does not bar DCPS' right to enforce other rights and remedies against Contractor, which are otherwise legally enforceable, including but not limited to, specific performance or injunctive relief.

#### Article 5

##### CONTRACT SUM

- 5.1 Contractor acknowledges the Contract is an indefinite-quantity contract for the improvement, alteration, repair and construction of building structures, infrastructure, or other real property with a Minimum Contract Value of \$25,000.
- 5.2 The Maximum Contract Term Value that DCPS may order in any one (1) Contract Term (Base Term or any respective Optional Contract Term) is \$\_\_\_\_\_.
- 5.3 If there is unused Contract value at the expiration of the Base Contract Term or any Optional Contract Term, DCPS reserves the right to carry over the unused portion of the Maximum Contract Term Value into future Optional Contract Terms pursuant to an appropriate approved contract modification.
- 5.4 The Maximum Contract Total Value under this Agreement is \$\_\_\_\_\_, unless DCPS and the Contractor execute a change to this Agreement, that states otherwise.
- 5.5 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by modification or as otherwise provided in the Contract Documents, DCPS agrees to pay, and the Contractor agrees to accept as full payment, the Job Order Amount stated on each Job Order issued under the Contract in consideration of the due fulfillment of the conditions of the Contract.

#### Article 6

##### PROGRESS PAYMENTS

- 6.1 The Contractor hereby agrees that on or about the last day of every month during the performance of the Work the Contractor will deliver to DCPS an application for payment for the Work for the preceding thirty (30) days in accordance with the provisions of the Contract Terms and Conditions. Each Job Order will be invoiced separately by the Contractor. This date may be changed upon mutual agreement, stated in writing, between DCPS and Contractor. Payment under this Contract shall be made as provided in the Contract Terms and Conditions.

#### Article 7

##### OTHER REQUIREMENTS

- 7.1 The Contractor shall submit the Performance Bond, Labor and Material Payment Bond and Certification of Insurance as required by the Contract Documents.



Article 8

ENTIRE AGREEMENT, SEVERABILITY AND APPLICABLE LAW

- 8.1 The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or changed only by a written modification signed by the parties hereto. Nothing contained in the Contract Documents shall create any contractual relationship between DCPS, or any agent, consultant, or independent contractor employed by DCPS and any Subcontractor, Sub-subcontractor, supplier or vendor of the Contractor, but DCPS shall be entitled to performance of all obligations intended for his benefit, and to enforcement thereof.
- 8.2 In the event that any provision of the Contract shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Contract but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.
- 8.3 This Contract shall be governed in all respects by the laws of the District of Columbia. Any judicial action arising from the Contract shall be filed in the District of Columbia.

Witness the following signatures:

**DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

**CONTRACTOR**

Office of Contracts and Acquisitions (OCA)  
 825 North Capitol Street, N.E.  
 Suite 7066  
 Washington, D.C. 20002

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

Phone: (202) 442-5111

Phone: \_\_\_\_\_

Fax: (202) 442-5093

Fax: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Kevin A. Green

Name: \_\_\_\_\_

Title: Chief Procurement Officer

Title: \_\_\_\_\_

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

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



J.12 Tax Certification Affidavit



---

This Page Intentionally Left Blank



Contract Identifier \_\_\_\_\_

**DEPARTMENT OF FINANCE AND REVENUE**  
**TAX CERTIFICATION AFFIDAVIT**  
**200**

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:

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

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

- 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:

- Copies of Form FR-532 (Notice of Registration) or a copy of an FR-500 (Combined Registration Form)
- 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 \_\_\_\_\_



This Page Intentionally Left Blank



---

J.12A Form FR-500 Combined Business Tax Registration  
Application



---

This Page Intentionally Left Blank



## **COMBINED BUSINESS TAX REGISTRATION APPLICATION**

- List of Principal Business Activity (NAICS) Codes
- Instructions
- Form FR-500
  - General Information (Part I)
  - Franchise Tax Registration (Part II)
  - Employer's D.C. Withholding Tax Registration (Part III)
  - Sales and Use Tax Registration (Part IV)
  - Personal Property Tax Registration (Part V1)
  - Miscellaneous Tax (Part V2)
  - Unemployment Compensation Tax Registration (Part VI)

OFFICE OF TAX AND REVENUE  
CUSTOMER SERVICE ADMINISTRATION  
941 North Capitol Street, N.E.  
Washington, D.C. 20002

Telephone No. (202) 727-4829

(Rev. 3/03)



Codes for Principal Business Activity		Code	Code
<p>This list of principal business activities and their associated codes is designed to classify an enterprise by the type of activity in which it is engaged. These principal business activity codes are based on the North American Industry Classification System.</p> <p>If a company purchases raw materials and supplies them to a subcontractor to produce the finished product, but retains title to the product, the company is considered a manufacturer and must use one of the manufacturing codes (311110-339900).</p>		<p><b>Code</b></p> <p><b>Wood Product Manufacturing</b>            321110 Sawmills &amp; Wood Preservation            321210 Veneer, Plywood, &amp; Engineered Wood Product Mfg            321900 Other Wood Product Mfg</p> <p><b>Paper Manufacturing</b>            322100 Pulp, Paper &amp; Paperboard Mills            322200 Converted Paper Product Mfg</p> <p><b>Printing and Related Support Activities</b>            323100 Printing &amp; Related Support Activities</p> <p><b>Petroleum and Coal Products Manufacturing</b>            324100 Petroleum Refineries (including integrated)            324210 Asphalt Paving, Roofing, &amp; Saturated Materials Mfg            324190 Other Petroleum &amp; Coal Products Mfg</p> <p><b>Chemical Manufacturing</b>            325100 Basic Chemical Mfg            325200 Resin, Synthetic Rubber &amp; Artificial &amp; Synthetic Fibers &amp; Filaments Mfg            325300 Pesticide, Fertilizer, &amp; Other Agricultural Chemical Mfg            325410 Pharmaceutical &amp; Medicine Mfg            325500 Paint Coating, &amp; Adhesive Mfg            325600 Soap, Cleaning Compound, &amp; Toilet Preparation Mfg            325900 Other Chemical Product &amp; Preparation Mfg</p> <p><b>Plastics and Rubber Products Manufacturing</b>            326100 Plastics Product Mfg            326200 Rubber Product Mfg</p> <p><b>Nonmetallic Mineral Product Manufacturing</b>            327100 Clay Product &amp; Refractory Mfg            327210 Glass &amp; Glass Product Mfg            327300 Cement &amp; Concrete Product Mfg            327400 Lime &amp; Gypsum Product Mfg            327900 Other Nonmetallic Mineral Product Mfg</p> <p><b>Primary Metal Manufacturing</b>            331110 Iron &amp; Steel Mills &amp; Ferroalloy Mfg            331200 Steel Product Mfg from Purchased Steel            331310 Alumina &amp; Aluminum Production &amp; Processing            331400 Nonferrous Metal (except Aluminum) Production &amp; Processing            331500 Foundries</p> <p><b>Fabricated Metal Product Manufacturing</b>            332110 Forging &amp; Stamping            332210 Cutlery &amp; Handtool Mfg            332300 Architectural &amp; Structural Metals Mfg            332400 Boiler, Tank, &amp; Shipping Container Mfg            332510 Hardware Mfg            332610 Spring &amp; Wire Product Mfg            332700 Machine Shops; Turned Product; &amp; Screw, Nut, &amp; Bolt Mfg            332810 Coating, Engraving, Heat Treating, &amp; Allied Activities            332900 Other Fabricated Metal Product Mfg</p> <p><b>Machinery Manufacturing</b>            333100 Agriculture, Construction, &amp; Mining Machinery Mfg            333200 Industrial Machinery Mfg            333310 Commercial &amp; Service Industry Machinery Mfg            333410 Ventilation, Heating, Air-Conditioning, &amp; Commercial Refrigeration Equipment Mfg            333510 Metalworking Machinery Mfg            333610 Engine, Turbine &amp; Power Transmission Equipment Mfg</p>	<p>333900 Other General Purpose Machinery Mfg</p> <p><b>Computer and Electronic Product Manufacturing</b>            334110 Computer &amp; Peripheral Equipment Mfg            334200 Communications Equipment Mfg            334310 Audio &amp; Video Equipment Mfg            334410 Semiconductor &amp; Other Electronic Component Mfg            334500 Navigational, Measuring, Electromedical, &amp; Control Instruments Mfg            334610 Manufacturing &amp; Reproducing Magnetic &amp; Optical Media</p> <p><b>Electrical Equipment, Appliance, and Component Manufacturing</b>            335100 Electric Lighting Equipment Mfg            335200 Household Appliance Mfg            335310 Electrical Equipment Mfg            335900 Other Electrical Equipment &amp; Component Mfg</p> <p><b>Transportation Equipment Manufacturing</b>            336100 Motor Vehicle Mfg            336210 Motor Vehicle Body &amp; Trailer Mfg            336300 Motor Vehicle Parts Mfg            336410 Aerospace Product &amp; Parts Mfg            336510 Railroad Rolling Stock Mfg            336610 Ship &amp; Boat Building            336990 Other Transportation Equipment Mfg</p> <p><b>Furniture and Related Product Manufacturing</b>            337000 Furniture &amp; Related Product Manufacturing</p> <p><b>Miscellaneous Manufacturing</b>            339110 Medical Equipment &amp; Supplies Mfg            339900 Other Miscellaneous Manufacturing</p>
<p><b>Agriculture, Forestry, Fishing and Hunting</b></p> <p><b>Code</b></p> <p><b>Crop Production</b>            111100 Oilseed &amp; Grain Farming            111210 Vegetable &amp; Melon Farming (including potatoes &amp; yams)            111300 Fruit &amp; Tree Nut Farming            111400 Greenhouse Nursery, &amp; Floriculture Production            111900 Other Crop Farming (including tobacco, cotton, sugarcane, hay, peanut, sugar beet &amp; all other crop farming)</p> <p><b>Animal Production</b>            112111 Beef Cattle Ranching &amp; Farming            112112 Cattle Feedlots            112120 Dairy Cattle &amp; Milk Production            112210 Hog &amp; Pig Farming            112300 Poultry &amp; Egg Production            112400 Sheep &amp; Goat Farming            112510 Animal Aquaculture (including shellfish &amp; finfish farms &amp; hatcheries)            112900 Other Animal Production</p> <p><b>Forestry and Logging</b>            113110 Timber Tract Operations            113210 Forest Nurseries &amp; Gathering of Forest Products            113310 Logging</p> <p><b>Fishing, Hunting and Trapping</b>            114110 Fishing            114210 Hunting &amp; Trapping</p> <p><b>Support Activities for Agriculture and Forestry</b>            115110 Support Activities for Crop Production (including cotton ginning, soil preparation, planting &amp; cultivating)            115210 Support Activities for Animal Production            115310 Support Activities for Forestry</p> <p><b>Mining</b>            211110 Oil &amp; Gas Extraction            212110 Coal Mining            212200 Metal Ore Mining            212310 Stone Mining &amp; Quarrying            212320 Sand, Gravel, Clay, &amp; Ceramic &amp; Refractory Minerals Mining &amp; Quarrying            212390 Other Nonmetallic Mineral Mining &amp; Quarrying            213110 Support Activities for Mining</p> <p><b>Utilities</b>            221100 Electric Power Generation, Transmission &amp; Distribution            221210 Natural Gas Distribution            221300 Water, Sewage &amp; Other Systems</p> <p><b>Construction</b></p> <p><b>Building, Developing, and General Contracting</b>            233110 Land Subdivision &amp; Land Development</p>	<p><b>Code</b></p> <p>233200 Residential Building Construction            233300 Nonresidential Building Construction</p> <p><b>Heavy Construction</b>            234100 Highway, Street, Bridge, &amp; Tunnel Construction            234900 Other Heavy Construction</p> <p><b>Special Trade Contractors</b>            235110 Plumbing, Heating, &amp; Air-Conditioning Contractors            235210 Painting &amp; Wall Covering Contractors            235310 Electrical Contractors            235400 Masonry, Drywall, Insulation, &amp; Tile Contractors            235500 Carpentry &amp; Floor Contractors            235610 Roofing, Siding, &amp; Sheet Metal Contractors            235710 Concrete Contractors            235810 Water Well Drilling Contractors            235900 Other Special Trade Contractors</p> <p><b>Manufacturing</b></p> <p><b>Food Manufacturing</b>            311110 Animal Food Mfg            311200 Grain &amp; Oilseed Milling            311300 Sugar &amp; Confectionery Product Mfg            311400 Fruit &amp; Vegetable Preserving &amp; Specialty Food Mfg            311500 Dairy Product Mfg            311610 Animal Slaughtering and Processing            311710 Seafood Product Preparation &amp; Packaging            311800 Bakeries &amp; Tortilla Mfg            311900 Other Food Mfg (including coffee, tea, flavorings &amp; seasonings)</p> <p><b>Beverage and Tobacco Product Manufacturing</b>            312110 Soft Drink &amp; Ice Mfg            312120 Breweries            312130 Wineries            312140 Distilleries            312200 Tobacco Manufacturing</p> <p><b>Textile Mills and Textile Product Mills</b>            313000 Textile Mills            314000 Textile Product Mills</p> <p><b>Apparel Manufacturing</b>            315100 Apparel Knitting Mills            315210 Cut &amp; Sew Apparel Contractors            315220 Men's &amp; Boys' Cut &amp; Sew Apparel Mfg            315230 Women's &amp; Girls' Cut &amp; Sew Apparel Mfg            315290 Other Cut &amp; Sew Apparel mfg            315990 Apparel Accessories &amp; Other Apparel Mfg</p> <p><b>Leather and Allied Product Manufacturing</b>            316110 Leather &amp; Hide Tanning &amp; Finishing            316210 Footwear Mfg (including rubber &amp; plastics)            316990 Other Leather &amp; Allied Product Mfg</p>	<p>333900 Other General Purpose Machinery Mfg</p> <p><b>Computer and Electronic Product Manufacturing</b>            334110 Computer &amp; Peripheral Equipment Mfg            334200 Communications Equipment Mfg            334310 Audio &amp; Video Equipment Mfg            334410 Semiconductor &amp; Other Electronic Component Mfg            334500 Navigational, Measuring, Electromedical, &amp; Control Instruments Mfg            334610 Manufacturing &amp; Reproducing Magnetic &amp; Optical Media</p> <p><b>Electrical Equipment, Appliance, and Component Manufacturing</b>            335100 Electric Lighting Equipment Mfg            335200 Household Appliance Mfg            335310 Electrical Equipment Mfg            335900 Other Electrical Equipment &amp; Component Mfg</p> <p><b>Transportation Equipment Manufacturing</b>            336100 Motor Vehicle Mfg            336210 Motor Vehicle Body &amp; Trailer Mfg            336300 Motor Vehicle Parts Mfg            336410 Aerospace Product &amp; Parts Mfg            336510 Railroad Rolling Stock Mfg            336610 Ship &amp; Boat Building            336990 Other Transportation Equipment Mfg</p> <p><b>Furniture and Related Product Manufacturing</b>            337000 Furniture &amp; Related Product Manufacturing</p> <p><b>Miscellaneous Manufacturing</b>            339110 Medical Equipment &amp; Supplies Mfg            339900 Other Miscellaneous Manufacturing</p>	
			<p><b>Wholesale Trade</b></p> <p><b>Wholesale Trade, Durable Goods</b>            421100 Motor Vehicle &amp; Motor Vehicle Parts &amp; Supplies Wholesalers            421200 Furniture &amp; Home Furnishing Wholesalers            421300 Lumber &amp; Other Construction Materials Wholesalers            421400 Professional &amp; Commercial Equipment &amp; Supplies Wholesalers            421500 Metal &amp; Mineral (except Petroleum) Wholesalers            421600 Electrical Goods Wholesalers            421700 Hardware, &amp; Plumbing &amp; Heating Equipment &amp; Supplies Wholesalers            421800 Machinery, Equipment, &amp; Supplies Wholesalers            421910 Sporting &amp; Recreational Goods &amp; Supplies Wholesalers            421920 Toy &amp; Hobby Goods &amp; Supplies Wholesalers            421930 Recyclable Material Wholesalers            421940 Jewelry, Watch, Precious Stone, &amp; Precious Metal Wholesalers            421990 Other Miscellaneous Durable Goods Wholesalers            422100 Paper &amp; Paper Product Wholesalers            422210 Drugs &amp; Druggists' Sundries Wholesalers            422300 Apparel, Piece Goods, &amp; Notions Wholesalers            422400 Grocery &amp; Related Product Wholesalers            422500 Farm Products Raw Material Wholesalers            422600 Chemical &amp; Allied Products Wholesalers</p>



Code	Code	Code	Code
<b>Wholesale Trade, Durable Goods</b> 422700 Petroleum & Petroleum Products Wholesalers 422800 Beer, Wine, & Distilled Alcoholic Beverage Wholesalers 422910 Farm Supplies Wholesalers 422920 Books, Periodical, & Newspaper Wholesalers 422930 Flower, Nursery Stock & Florists' Supplies Wholesalers 422940 Tobacco & Tobacco Product Wholesalers 422950 Paint, Varnish, & Supplies Wholesalers 422990 Other Miscellaneous Nondurable Goods Wholesalers	<b>Sporting Goods, Hobby, Book, and Music Stores</b> 451110 Sporting Goods Stores 451120 Hobby, Toy, & Game Stores 451130 Sewing, Needlework, & Piece Goods Stores 451140 Musical Instrument & Supplies Stores 451211 Book Stores 451212 News Dealers & Newsstands 451220 Prerecorded Tape, Compact Disc, & Record Stores  <b>General Merchandise Stores</b> 452110 Department Stores 452900 Other General Merchandise Stores	488990 Other Support Activities for Transportation  <b>Couriers and Messengers</b> 492110 Couriers 492210 Local Messengers & Local Delivery  <b>Warehousing And Storage</b> 493100 Warehousing & Storage (except lessors of miniwarehouses & self-storage units)	<b>Insurance Carriers and Related Activities</b> 524140 Direct Life, Health, & Medical Insurance & Reinsurance Carriers 524150 Direct Insurance & Reinsurance (except Life, Health & Medical) Carriers 524210 Insurance Agencies & Brokerages 524290 Other Insurance Related Activities  <b>Funds, Trusts, and Other Financial Vehicles</b> 525100 Insurance & Employee Benefit Funds 525910 Open-end Investment Funds 525920 Trusts, Estates, & Agency Accounts 525930 Real Estate Investment Trusts 525990 Other Financial Vehicles  "Offices of Bank Holding Companies" and "Offices of Other Holding Companies," are located under <b>Management of Companies (Holding Companies)</b>
<b>Retail Trade</b> <b>Motor Vehicle and Parts Dealers</b> 441110 New Car Dealers 441120 Used Car Dealers 441210 Recreational Vehicle Dealers 441221 Motorcycle Dealers 441222 Boat Dealers 441229 All Other Motor Vehicle Dealers 441300 Automotive Parts, Accessories, & Tire Stores  <b>Furniture and Home Furnishings Stores</b> 442110 Furniture Stores 442210 Floor Covering Stores 442291 Window Treatment Stores 442299 All Other Home Furnishings Stores  <b>Electronics and Appliance Stores</b> 443111 Household Appliance Stores 443112 Radio, Television, & Other Electronics Stores 443120 Computer & Software Stores 443130 Camera & Photographic Supplies Stores  <b>Building Material and Garden Equipment and Supplies Dealers</b> 444110 Home Centers 444120 Paint & Wallpaper Stores 444130 Hardware Stores 444190 Other Building Material Dealers 444200 Lawn & Garden Equipment & Supplies Stores  <b>Food and Beverage Stores</b> 445110 Supermarkets and Other Grocery (except Convenience) Stores 445120 Convenience Stores 445210 Meat Markets 445220 Fish & Seafood Markets 445230 Fruit & Vegetable Markets 445291 Baked Goods Stores 445292 Confectionery & Nut Stores 445299 All Other Specialty Food Stores 445310 Beer, Wine, & Liquor Stores  <b>Health and Personal Care Stores</b> 446110 Pharmacies & Drug Stores 446120 Cosmetics, Beauty Supplies, & Perfume Stores 446130 Optical Goods Stores 446190 Other Health & Personal Care Stores  <b>Gasoline Stations</b> 447100 Gasoline Stations (including convenience stores with gas)	<b>Miscellaneous Store Retailers</b> 453110 Florists 453210 Office Supplies & Stationery Stores 453220 Gift, Novelty, & Souvenir Stores 453310 Used Merchandise Stores 453910 Pet & Pet Supplies Stores 453920 Art Dealers 453930 Manufactured (Mobile) Home Dealers 453990 All Other Miscellaneous Store Retailers (including tobacco, candle, & trophy shops)  <b>Nonstore Retailers</b> 454110 Electronic Shopping & Mail-Order Houses 454210 Vending Machine Operators 454311 Heating Oil Dealers 454312 Liquefied Petroleum Gas (Bottled Gas) Dealers 454319 Other Fuel Dealers 454390 Other Direct Selling Establishments (including door-to-door retailing, frozen food plan providers, party plan merchandisers, & coffee-break service providers)	<b>Information</b> <b>Publishing Industries</b> 511110 Newspaper Publishers 511120 Periodical Publishers 511130 Book Publishers 511140 Database & Directory Publishers 511190 Other Publishers 511210 Software Publishers  <b>Motion Picture and Sound Recording Industries</b> 512100 Motion Picture & Video Industries (except video rental) 512200 Sound Recording Industries  <b>Broadcasting and Telecommunications</b> 513100 Radio & Television Broadcasting 513200 Cable Networks & Program Distribution 513300 Telecommunications (including paging, cellular, satellite, & other telecommunications)  <b>Information Services and Data Processing Services</b> 514100 Information Services (including news syndicates, libraries, & on-line information services) 514210 Data Processing Services	<b>Real Estate and Rental and Leasing</b> <b>Real Estate</b> 531110 Lessors of Residential Buildings & Dwellings 531114 Cooperative Housing 531120 Lessors of Miniwarehouses & Self-Storage Units 531190 Lessors of Other Real Estate Property 531210 Offices of Real Estate Agents & Brokers 531310 Real Estate Property Managers 531320 Offices of Real Estate Appraisers 531390 Other Activities Related to Real Estate  <b>Rental and Leasing Services</b> 532100 Automotive Equipment Rental & Leasing 532210 Consumer Electronics & Appliances Rental 532220 Formal Wear & Costume Rental 532230 Video Tape & Disc Rental 532290 Other Consumer Goods Rental 532310 General Rental Centers 532400 Commercial & Industrial Machinery & Equipment Rental & Leasing  <b>Lessors of Nonfinancial Intangible Assets (except copyrighted works)</b> 533110 Lessors of Nonfinancial Intangible Assets (except copyrighted works)
<b>Transportation and Warehousing</b> <b>Air, Rail, and Water Transportation</b> 481000 Air Transportation 482110 Rail Transportation 483000 Water Transportation  <b>Truck Transportation</b> 484110 General Freight Trucking, Local 484120 General Freight Trucking, Long-distance 484200 Specialized Freight Trucking  <b>Transit and Ground Passenger Transportation</b> 485110 Urban Transit Systems 485210 Interurban & Rural Bus Transportation 485310 Taxi Service 485320 Limousine Service 485410 School & Employee Bus Transportation 485510 Charter Bus Industry 485990 Other Transit & Ground Passenger Transportation  <b>Pipeline Transportation</b> 486000 Pipeline Transportation  <b>Scenic &amp; Sightseeing Transportation</b> 487000 Scenic & Sightseeing Transportation  <b>Support Activities for Transportation</b> 488100 Support Activities for Air Transportation 488210 Support Activities for Rail Transportation 488300 Support Activities for Water Transportation 488410 Motor Vehicle Towing 488490 Other Support Activities for Road Transportation 488510 Freight Transportation Arrangement	<b>Finance and Insurance</b> <b>Depository Credit Intermediation</b> 522110 Commercial Banking 522120 Savings Institutions 522130 Credit Unions 522190 Other Depository Credit Intermediation  <b>Nondepository Credit Intermediation</b> 522210 Credit Card Issuing 522220 Sales Financing 522291 Consumer Lending 522292 Real Estate Credit (including mortgage bankers & originators) 522293 International Trade Financing 522294 Secondary Market Financing 522298 All Other Nondepository Credit Intermediation  <b>Activities Related to Credit Intermediation</b> 523200 Activities Related to Credit Intermediation (including loan brokers)  <b>Securities, Commodity Contracts, and Other Financial Investments and Related Activities</b> 523110 Investment Banking & Securities Dealing 523120 Securities Brokerage 523130 Commodity Contracts Dealing 523140 Commodity Contracts Brokerage 523210 Securities & Commodity Exchanges 523900 Other Financial Investment Activities (including portfolio management & investment advice)	<b>Professional, Scientific, and Technical Services</b> <b>Legal Services</b> 541110 Offices of Lawyers 541190 Other Legal Services  <b>Accounting, Tax Preparation, Bookkeeping, and Payroll Services</b> 541211 Offices of Certified Public Accountants 541213 Tax Preparation Services 541214 Payroll Services 541219 Other Accounting Services  <b>Architectural, Engineering, and Related Services</b> 541310 Architectural Services 541320 Landscape Architecture Services 541330 Engineering Services 541340 Drafting Services	



<p><b>Code</b></p> <p><b>Architectural Engineering, and Related Services</b>            541350 Building Inspection Services            541360 Geophysical Surveying &amp; Mapping Services            541370 Surveying &amp; Mapping (except Geophysical) Services            541380 Testing Laboratories</p> <p><b>Specialized Design Services</b>            541400 Specialized Design Services (including interior, industrial, graphic, &amp; fashion design)</p> <p><b>Computer Systems Design and Related Services</b>            541511 Custom Computer Programming Services            541512 Computer Systems Design Services            541513 Computer Facilities Management Services            541519 Other Computer Related Services</p> <p><b>Other Professional, Scientific, and Technical Services</b>            541600 Management, Scientific, &amp; Technical Consulting Services            541700 Scientific Research &amp; Development Services            541800 Advertising &amp; Related Services            541910 Marketing Research &amp; Public Opinion Polling            541920 Photographic Services            541930 Translation &amp; Interpretation Services            541940 Veterinary Services            541990 All Other Professional, Scientific, &amp; Technical Services</p> <p><b>Management of Companies (Holding Companies)</b>            551111 Offices of Bank Holding Companies            551112 Offices of Other Holding Companies</p>	<p><b>Code</b></p> <p>561500 Travel Arrangement &amp; Reservation Services            561600 Investigation &amp; Security Services            561710 Exterminating &amp; Pest Control Services            561720 Janitorial Services            561730 Landscaping Services            561740 Carpet &amp; Upholstery Cleaning Services            561790 Other Services to Buildings &amp; Dwellings            561900 Other Support Services (including packaging &amp; labeling services, &amp; convention &amp; trade show organizers)</p> <p><b>Waste Management and Remediation Services</b>            562000 Waste Management &amp; Remediation Services</p>	<p><b>Code</b></p> <p><b>Other Ambulatory Health Care Services</b>            621900 Other Ambulatory Health Care Services (including ambulance services &amp; blood &amp; organ banks)</p> <p><b>Hospitals</b>            622000 Hospitals</p> <p><b>Nursing and Residential Care Facilities</b>            623000 Nursing &amp; Residential Care Facilities</p> <p><b>Social Assistance</b>            624100 Individual &amp; Family Services            624200 Community Food &amp; Housing, &amp; Emergency &amp; Other Relief Services            624310 Vocational Rehabilitation Services            624410 Child Day Care Services</p>	<p><b>Code</b></p> <p><b>Food Services and Drinking Places</b>            722110 Full-Service Restaurants            722210 Limited-Service Eating Places            722300 Special Food Services (including food service contractors &amp; caterers)            722410 Drinking Places (Alcoholic Beverages)</p>
<p><b>Administrative and Support and Waste Management and Remediation Services</b></p> <p><b>Administrative and Support Services</b>            561110 Office Administrative Services            561210 Facilities Support Services            561300 Employment Services            561410 Document Preparation Services            561420 Telephone Call Centers            561430 Business Service Centers (including private mail centers &amp; copy shops)            561440 Collection Agencies            561450 Credit Bureaus            561490 Other Business Support Services (including repossession services, court reporting, &amp; stenotype services)</p>	<p><b>Educational Services</b>            611000 Educational Services (including schools, colleges, &amp; universities)</p> <p><b>Health Care and Social Assistance</b></p> <p><b>Offices of Physicians and Dentists</b>            621111 Offices of Physicians (except mental health specialists)            621112 Offices of Physicians, mental Health Specialists            621210 Office of Dentists</p> <p><b>Offices of Other Health Practitioners</b>            621310 Offices of Chiropractors            621320 Offices of Optometrists            621330 Offices of Mental Health Practitioners (except Physicians)            621340 Offices of Physical, Occupational &amp; Speech Therapists, &amp; Audiologists            621391 Offices of Podiatrists            621399 Offices of All Other Miscellaneous Health Practitioners</p> <p><b>Outpatient Care Centers</b>            621410 Family Planning Centers            621420 Outpatient Mental Health &amp; Substance Abuse Centers            621491 HMO Medical Centers            621492 Kidney Dialysis Centers            621493 Freestanding Ambulatory Surgical &amp; Emergency Centers            621498 All Other Outpatient Care Centers</p> <p><b>Medical and Diagnostic Laboratories</b>            621510 Medical &amp; Diagnostic Laboratories</p> <p><b>Home Health Care Services</b>            621610 Home Health Care Services</p>	<p><b>Arts, Entertainment, and Recreation</b></p> <p><b>Performing Arts, Spectator Sports, and Related Industries</b>            711100 Performing Arts Companies            711210 Spectator Sports (including sports clubs &amp; racetracks)            711300 Promoters of Performing Arts, Sports, &amp; Similar Events            711410 Agents &amp; Managers for Artists, Athletes, Entertainers &amp; Other Public Figures            711510 Independent Artists, Writers, &amp; Performers</p> <p><b>Museums, Historical Sites, and Similar Institutions</b>            712100 Museums, Historical Sites &amp; Similar Institutions</p> <p><b>Amusement, Gambling, and Recreation Industries</b>            713100 Amusement Parks &amp; Arcades            713200 Gambling Industries            713900 Other Amusement &amp; Recreation Industries (including golf courses, skiing facilities, marinas, fitness centers, &amp; bowling centers)</p>	<p><b>Other Services</b></p> <p><b>Repair and Maintenance</b>            811110 Automotive Mechanical &amp; Electrical Repair &amp; Maintenance            811120 Automotive Body, Paint, Interior, &amp; Glass Repair            811190 Other Automotive Repair &amp; Maintenance (including oil change &amp; lubrication shops &amp; car washes)            811210 Electronic &amp; Precision Equipment Repair &amp; Maintenance            811310 Commercial &amp; Industrial Machinery &amp; Equipment (except Automotive &amp; Electronic) Repair &amp; Maintenance            811410 Home &amp; Garden Equipment &amp; Appliance Repair &amp; Maintenance            811420 Upholstery &amp; Furniture Repair            811430 Footwear &amp; Leather Goods Repair            811490 Other Personal &amp; Household Goods Repair &amp; Maintenance</p> <p><b>Personal and Laundry Services</b>            812111 Barber Shops            812112 Beauty Salons            812113 Nail Salons            812190 Other Personal Care Services (including diet &amp; weight reducing centers)            812210 Funeral Homes &amp; Funeral Services            812220 Cemeteries &amp; Crematories            812310 Coin-Operated Laundries &amp; Drycleaners            812320 Drycleaning &amp; Laundry Services (except Coin-Operated)            812330 Linen &amp; Uniform Supply            812910 Pet Care (except Veterinary) Services            812920 Photofinishing            812930 Parking Lots &amp; Garages            812990 All Other Personal Services</p> <p><b>Religious, Grantmaking, Civic, Professional, and Similar Organizations</b>            813000 Religious, Grantmaking, Civic, Professional, &amp; Similar Organizations (including condominium and homeowners associations)</p>



## INSTRUCTIONS

The Combined Business Tax Registration Application (Form FR-500) is to be completed by a business or consumer registering with the Government of the District of Columbia, Office of Tax and Revenue and the Department of Employment Services (DOES) for the following taxes or payment:

- Corporation Franchise Tax Return (Form D-20)
- Unincorporated Business Franchise Tax Return (Form D-30)
- Employer Withholding Tax Return (Form FR-900 series)
- Sales and Use Tax Return (Form FR-800 series)
- Personal Property Tax Return (Form FP-31)
- Street Vendor Payment
- Gross Receipts Tax
- Unemployment Compensation Tax (Registered by DOES)

### PART I

The following general instructions will assist you in completing Form FR-500.

- All questions in Parts I through VI must be answered. If not applicable, write "N/A" in the answer block.
- Although there is duplication of some information requested in Part I and Part VI, both parts must be completed. Part VI will be processed separately from Parts I through V-1 and V-2.
- All questions requesting a date must be answered with the month, day and year.
- Sign the application at the end of Parts V-2 and VI.
- Return only the signed original completed application form. Do not send copies.
- Enter your Federal Employer Identification Number.
- Enter your Social Security Number.
- Enter the correct Business Activity Code from the list of codes provided.

### PART II

#### D.C. TAX REQUIREMENTS

##### Corporation Franchise Tax

##### Unincorporated Business Franchise Tax

**Corporation Franchise Tax** — A Corporation Franchise Tax Return (Form D-20) is required of every corporation engaging in or carrying on a trade or business in the District of Columbia and/or receiving income from sources within the District of Columbia. A Form D-20 must be filed by the 15th day of the third month following the close of the corporation's taxable year. If the amount of tax owed is less than \$100 the minimum amount of \$100 is required to be paid.

**Unincorporated Business Franchise Tax** — An Unincorporated Business Franchise Tax Return (Form D-30) is required of every unincorporated business (ex. sole proprietor, joint venture, etc.) engaging in or carrying on any trade or business in the District of Columbia, deriving rental income, and/or receiving other income from sources within the District, whose gross receipts exceed \$12,000. A Form D-30 must be filed by the 15th day of the fourth month following the close of the business' taxable year. If the amount owed is less than \$100 the minimum amount of \$100 is required to be paid.

**Partnership Return of Income (D-65)** — Those partnerships which are not required to file a Form D-30 (for whatever reason) must file a Form D-65.

**Non-profit Organizations** — Organizations which are subject to tax on unrelated business income, as defined in Section 512 of the Internal Revenue Code, are required to file a Form D-20, Corporation Franchise Tax return. The due date for this filing is the 15th day of the fifth month after the close of the organization's tax year.

### PART III

#### Employer Withholding Tax

**Employer Withholding Tax** — A Form FR-900 must be filed by every employer doing business in the District and having D.C. resident employees. The employer is required to register and withhold District of Columbia income tax from the wages of such employees. Form FR-900M must be filed monthly by the 20th day of the month following the period being reported on, unless notified by the Office of Tax and Revenue that an annual return (Form FR-900A) may be filed. The FR-900A is to be filed on or before January 20th of the subsequent year.

### PART IV

#### Sales and Use Tax

**Sales Tax** — Any individual engaging in business in the District of Columbia must collect District of Columbia sales tax from the purchaser on: sales of tangible personal property delivered to a customer in D.C.; certain foods and drinks sold at retail; certain services, rental and leasing of tangible personal property; rental of rooms to transients; admissions to certain public events that take place in D.C.; and the service of parking, storing or keeping motor vehicles or trailers in D.C. A Sales and Use Tax Return (Form FR-800M) must be filed monthly by the 20th day of the month following the reporting period, unless notified by the Office of Tax and Revenue that an annual return (Form FR-800A) may be filed. The FR-800A is to be filed on or before January 20th of the subsequent year.

The promoter of a Special Event must provide a list of the participants (the individuals who must collect District of Columbia sales tax from the purchasers of any goods sold at the event). The list should contain the name, address and telephone number of each participant, the name and date(s) of the event and whether the participant is a street vendor. Please refer to the Special Event Registration Application (Form FR-500B) for additional information.

The form FR-800SE is to be used to report and pay any sales and use tax liability arising from the special event.

**Use Tax** — The use tax is imposed at the same rate as the sales tax on the purchase or rental of tangible personal property for the use, storage or consumption in the District by a buyer who did not pay a sales tax to the District or any other taxing jurisdiction at the time of the purchase or rental of the property.

**For more information** on Sales and Use Taxes, obtain a copy of the publication *General Information – Sales and Use Taxes* (FR-379) from the Customer Service Center. You may either visit the Center at 941 North Capitol St., N.E. (first floor), Washington, D.C. or you may call 202-727-4829.

### PART VI

#### Personal Property Tax

**Personal Property Tax** — A Personal Property Tax Return (Form FP-31) must be filed by every business owning or holding in trust any tangible personal property tax (ex. furniture, computers, fixtures, books, etc.) located in or having a taxable situs in the District of Columbia and which is used or is available for use in a trade, business or office held for business purposes, including property kept in storage or held for rent or which is leased to third parties, including governmental agencies, under a "lease-purchase agreement." A Form FP-31 must be filed and the tax paid on or before July 31st of each year based upon the remaining cost (current value) of all tangible personal property owned as of July 1st.



Railroad companies operating rolling stock, parlor cars and sleeping cars in the District over any railroad line, must file Form FP-32 (Railroad Tangible Property Return) by July 31st of each year, on property owned on July 1st. Also, every railroad company whose lines run through the District, must report by July 31st of each year, on Form FP-33 (Railroad Company Report), and any other company whose cars run on their D.C. tracks, must file Form FP-34 (Rolling Stock Tax Return) together with full payment of the tax owed.

**Part V2  
Miscellaneous Tax**

**Gross Receipts Tax** — Utilities, telecommunication companies providing long distance service, companies providing cable television, satellite relay or distribution of video or radio transmission to subscribers and paying customers, heating oil delivery companies, commercial mobile service providers and non-public utility sellers of natural or artificial gas are subject to a Gross Receipts Tax.

Companies subject to the Gross Receipts Tax must submit a monthly report of their gross receipts from District of Columbia sources. Gross receipts should be reported by filing Form FP-27 for utilities, Form FP-27T for toll telecommunication companies, Form FP-27C for cable television, satellite relay, or distribution of video and radio transmission companies, Form FP-27NAG for non-public utility sellers of natural or artificial gas, Form FP-27M for commercial mobile service providers and Form FP-27H for heating oil delivery companies. Companies must file the proper form by the 20th of the month following the period being reported.

If you have any questions regarding these tax requirements, contact the Office of Tax and Revenue, 941 North Capitol Street, N.E., Washington, D.C. 20002; or call (202) 727-4829. First time applicants must mail the original application.

**PAYMENT REQUIREMENT FOR STREET VENDORS**

Every street vendor who holds a Class A license, Class B license, Class C non-food license or Class C food license issued by the District of Columbia, Department of Consumer and Regulatory Affairs must register with the Office of Tax and Revenue, make an initial payment of \$125 (credited against the \$375 due the 1st quarter) and thereafter submit quarterly installment payments of \$375 using a vendor payment coupon. These quarterly payments are in lieu of collecting and remitting sales tax for each immediately preceding three-month period. Vendors holding such licenses must complete Parts I, II and VI of this application. If a holder of an annual street vending license surrenders his/her license, prior to the close of a quarter, the quarterly payment is pro-rated based on the number of months, or fraction of a month, that the license is held during the quarter. Payment is due on or before the 20th day of every January, April, July and October.

A holder of only a Class A temporary license or a Class B temporary license must make a \$125 payment in lieu of collecting and remitting sales tax. The payment is due on or before the 10th day following the expiration date of the temporary license. Payments must be made in cash, certified check, cashier's check, or money order.

**NOTE:** Every street vendor who is licensed by the D.C. Department of Consumer and Regulatory Affairs is required to make vendor payment(s) regardless of the amount of sales, if any, the street vendor makes during the year.

**PART VI  
UNEMPLOYMENT COMPENSATION TAX REGISTRATION**

**Unemployment Compensation Tax** — Employers who hire one or more persons to perform services in the District of Columbia must register for Unemployment Compensation Taxes. Domestic/household employers who pay cash remuneration of \$500 or more in any calendar quarter also must register and file reports. A non-profit organization granted an exemption from the payment of FUTA taxes under Section 501(c)(3) of the Internal Revenue Code may elect to reimburse the D.C. Office of Unemployment Compensation in lieu of paying taxes.

**ITEM 16 OF PART VI SHOULD ONLY BE COMPLETED BY NON-PROFIT ORGANIZATIONS.** If you are exempt from federal unemployment taxes, check the appropriate box and include a copy of the Internal Revenue Service exemption letter.

A non-profit organization has two options to finance Unemployment Insurance Coverage:

- 1. Payment of contributions at the rate assigned by the D.C. Department of Employment Services. The rate is applied to the taxable wages earned by each employee during a calendar year. Contributions are paid on a calendar quarter basis.

OR

- 2. Reimbursement of the trust fund. At the end of each calendar quarter, the employer is billed for unemployment benefits paid to its former employees during the quarter.

**PERCENTAGE OF ASSETS ACQUIRED.** Enter appropriate information in item 15 of Part VI of the form. List any prior D.C. ID number issued to you or to the business.

If you are a new employer acquiring your business from a predecessor, answer the appropriate questions or state whether this is a change in the entity doing business such as individual ownership, partnership or corporation. This information is necessary to determine your experience rate. If changing the trade name, include the former trade name.

Questions concerning liability or financing options for Unemployment Compensation Taxes should be directed to the D.C. Department of Employment Services, Office of Unemployment Compensation, Division of Tax, 609 H St., N.E., Room 362, Washington, D.C. 20002 or telephone (202) 698-7550. The facsimile number is (202) 698-5706.



Contract Identifier \_\_\_\_\_

<b>FR-500</b> COMBINED BUSINESS TAX REGISTRATION APPLICATION	GOVERNMENT OF THE DISTRICT OF COLUMBIA OFFICE OF TAX AND REVENUE																																
<b>PART I — GENERAL INFORMATION</b>																																	
1(a). Federal Employer Identification Number <input type="text"/> <input type="text"/> <input type="text"/> — <input type="text"/>	2. NAICS Business Code <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>																																
1(b). Social Security Number <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> — <input type="text"/> <input type="text"/> — <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>																																	
3. Reason for application: (please check) <table style="width:100%; border: none;"> <tr> <td><input type="checkbox"/> New business</td> <td><input type="checkbox"/> Employment of household/domestic help</td> <td colspan="2">4. Legal form of business (please check):</td> </tr> <tr> <td><input type="checkbox"/> Additional location</td> <td><input type="checkbox"/> Address change</td> <td><input type="checkbox"/> Sole proprietor</td> <td><input type="checkbox"/> Limited partnership</td> </tr> <tr> <td><input type="checkbox"/> Purchased existing business</td> <td><input type="checkbox"/> Merger (attach merger agreement)</td> <td><input type="checkbox"/> Limited Liability Company</td> <td><input type="checkbox"/> Government</td> </tr> <tr> <td><input type="checkbox"/> Name change</td> <td><input type="checkbox"/> Other (describe on an attachment)</td> <td><input type="checkbox"/> General partnership</td> <td><input type="checkbox"/> Joint venture</td> </tr> <tr> <td><input type="checkbox"/> (if a corporation, attach corporation amendment)</td> <td></td> <td><input type="checkbox"/> Limited liability partnership</td> <td><input type="checkbox"/> Other (specify)</td> </tr> <tr> <td><input type="checkbox"/> Legal form change</td> <td><input type="checkbox"/> Heating oil company</td> <td><input type="checkbox"/> Corporation</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Street vendor</td> <td><input type="checkbox"/> Utility company</td> <td colspan="2">If incorporated, enter state and date of incorporation</td> </tr> <tr> <td></td> <td></td> <td colspan="2">State _____ Mo. _____ Day _____ Yr _____</td> </tr> </table>		<input type="checkbox"/> New business	<input type="checkbox"/> Employment of household/domestic help	4. Legal form of business (please check):		<input type="checkbox"/> Additional location	<input type="checkbox"/> Address change	<input type="checkbox"/> Sole proprietor	<input type="checkbox"/> Limited partnership	<input type="checkbox"/> Purchased existing business	<input type="checkbox"/> Merger (attach merger agreement)	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Government	<input type="checkbox"/> Name change	<input type="checkbox"/> Other (describe on an attachment)	<input type="checkbox"/> General partnership	<input type="checkbox"/> Joint venture	<input type="checkbox"/> (if a corporation, attach corporation amendment)		<input type="checkbox"/> Limited liability partnership	<input type="checkbox"/> Other (specify)	<input type="checkbox"/> Legal form change	<input type="checkbox"/> Heating oil company	<input type="checkbox"/> Corporation		<input type="checkbox"/> Street vendor	<input type="checkbox"/> Utility company	If incorporated, enter state and date of incorporation				State _____ Mo. _____ Day _____ Yr _____	
<input type="checkbox"/> New business	<input type="checkbox"/> Employment of household/domestic help	4. Legal form of business (please check):																															
<input type="checkbox"/> Additional location	<input type="checkbox"/> Address change	<input type="checkbox"/> Sole proprietor	<input type="checkbox"/> Limited partnership																														
<input type="checkbox"/> Purchased existing business	<input type="checkbox"/> Merger (attach merger agreement)	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Government																														
<input type="checkbox"/> Name change	<input type="checkbox"/> Other (describe on an attachment)	<input type="checkbox"/> General partnership	<input type="checkbox"/> Joint venture																														
<input type="checkbox"/> (if a corporation, attach corporation amendment)		<input type="checkbox"/> Limited liability partnership	<input type="checkbox"/> Other (specify)																														
<input type="checkbox"/> Legal form change	<input type="checkbox"/> Heating oil company	<input type="checkbox"/> Corporation																															
<input type="checkbox"/> Street vendor	<input type="checkbox"/> Utility company	If incorporated, enter state and date of incorporation																															
		State _____ Mo. _____ Day _____ Yr _____																															
5. Business Name (Individual, Partnership, Corporation) _____																																	
6. Trade Name (if different from Line 5) _____																																	
7. Business Address (P.O. Box is not acceptable unless located in a Rural Area) _____																																	
8. Mailing Address _____																																	
9. Local Business Phone No. ( ) ( )	10. Main Office Phone No. ( ) ( )	10(a). Fax No. ( ) ( )	11. Date present business began in D.C. or date expected to begin Mo. _____ Day _____ Year _____																														
12. If previously registered with the District of Columbia, please indicate:																																	
Former Entity Name _____		Business Tax Registration Number _____																															
Former Trade Name _____		Name of Former Owners _____																															
<b>13. NAME, TITLE, HOME ADDRESS, SOCIAL SECURITY NUMBER OF PROPRIETOR, PARTNERS OR PRINCIPAL OFFICERS</b>																																	
Name and Title	Home Address	Zip Code	Social Security Number																														
	Email Address																																
Name and Title	Home Address	Zip Code	Social Security Number																														
	Email Address																																
Name and Title	Home Address	Zip Code	Social Security Number																														
	Email Address																																
<b>PART II — Franchise Tax Registration</b>																																	
14. Indicate your profession, principal business activity or service (for example, retail grocery, wholesale auto parts, barber shop, doctor, contractor, landscaper, etc.) _____																																	
15. Do you or will you have an office, warehouse, or other place of business in the District of Columbia, or a representative with a D.C. location?			<input type="checkbox"/> Yes <input type="checkbox"/> No																														
16. Do you or will you have merchandise stored in a public or private warehouse in D.C.?			<input type="checkbox"/> Yes <input type="checkbox"/> No																														
17. Do you or will you perform in D.C. personal services (medical, accounting, consulting); or other services such as electrical, heating, construction, etc., or installations or repairs of any type?			<input type="checkbox"/> Yes <input type="checkbox"/> No																														
18. Do you or will you generate any business related income from D.C. sources?			<input type="checkbox"/> Yes <input type="checkbox"/> No																														
19. Do you or will you have rental property in D.C.? <input type="checkbox"/> Yes <input type="checkbox"/> No		20. Date converted or expected to be converted to rental property ____/____/____																															
21. Date on which your taxable year ends: Month _____ Day _____ Year _____																																	
22. Describe fully ALL your current or expected business activities and/or major type of services performed within D.C. (Attach separate sheet if necessary.) _____																																	

(Rev. 3/03)

— INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED AND WILL BE RETURNED —







<p>12a. Date first wages were paid to employees performing services in D.C. <i>(write N/A if there were no services performed in D.C.)</i></p> <p><b>Month:</b> _____ <b>Day:</b> _____ <b>Year:</b> _____</p>	<p><b>This space for official use only.</b></p> <p>Account Number _____</p> <p>Date _____</p> <p>Signature _____</p>															
<p>12b. <b>For household employers only.</b> Do you have an individual in your private D.C. residence performing personal, rather than business, services to whom you pay \$500 or more in one calendar quarter? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If yes:</i> indicate the earliest quarter and calendar year when you paid \$500 or more : <b>Quarter:</b> _____ <b>Year:</b> _____</p> <p>Check your preference for filing Contribution and Wage Reports: Quarterly _____ Annually _____</p>																
<p>13. Number of workers employed in D.C. <i>(including officers)</i></p>																
<p>14. List all places of business in D.C.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:35%;">BUSINESS NAME</th> <th style="width:35%;">LOCATION ADDRESS</th> <th style="width:30%;">ZIP CODE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>		BUSINESS NAME	LOCATION ADDRESS	ZIP CODE												
BUSINESS NAME	LOCATION ADDRESS	ZIP CODE														
<p>15. If the reason for registering is due to the purchase of a going business, merger, reorganization, or change of legal entity, provide the following information including the percentage of assets acquired <i>(if needed, attach additional explanation of transaction).</i></p> <p>Nature of transfer <i>(check appropriate box):</i></p> <p><input type="checkbox"/> Purchase                      <input type="checkbox"/> Merger or consolidation                      <input type="checkbox"/> Foreclosure                      <input type="checkbox"/> Receivership</p> <p><input type="checkbox"/> Lease                              <input type="checkbox"/> Corporate Reorganization                      <input type="checkbox"/> Bankruptcy                      <input type="checkbox"/> Assignment</p> <p><input type="checkbox"/> Partnership reorganization <i>(admission or withdrawal of one or more partners).</i></p> <p><input type="checkbox"/> Other <i>(specify in detail):</i> _____</p> <p>Percent of assets acquired: _____ %                      Date of transfer:    Month: _____    Day: _____    Year: _____</p> <p>Predecessor's Name _____                      Predecessor's Account Number _____</p> <p>Address _____</p> <p>Trade name under which transferred business was operated _____</p>																
<p><b>16. COMPLETE THIS PART ONLY IF YOU ARE A NON-PROFIT ORGANIZATION</b></p>																
<p>16a. Are you covered by the Federal Unemployment Tax Act?    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>If NO, are you exempt under §3306(c)(8) of the Federal Unemployment Tax Act?    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p>																
<p>16b. Are you a non-profit organization as described in §501(c)(3) of the United States Internal Revenue Code which is determined to be exempt from income tax under §501(a) of such code?    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p><i>(If yes, please attach a copy of the §501(c)(3) exemption letter.)</i></p>																
<p>16c. Choose an option to finance unemployment insurance coverage <i>(see instructions)</i>    <input type="checkbox"/> Contributions    <input type="checkbox"/> Reimbursement of trust fund</p>																
<p><b>CERTIFICATION.</b> <i>I declare under penalties as provided by law that Part VI (including any accompanying schedules and statements) has been examined by me and to the best of my knowledge it is correct.</i></p>																
<p>Signature _____ Title _____ Date _____ Telephone Number _____</p> <p><b>THE COMPLETED PART VI MUST BE SIGNED BY THE OWNER, PARTNER OR PRINCIPAL OFFICER OF THE CORPORATION, OR AGENT</b> <i>(Power of Attorney must be attached if signed by an agent.)</i></p> <p>Mail Part VI to: Department of Employment Services 609 H St., N.E., Room 362 Washington, D.C. 20002</p>																



# Representations, Certifications and Other Statements of Bidders- Section K

*(Detailed Forms Follow)*



This Page Intentionally left Blank



## K.1 Certification of Eligibility



This Page Intentionally Left Blank



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 Bidder. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
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 \_\_\_\_\_ 20\_\_\_\_

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

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

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



---

This Page Intentionally Left Blank



K.2 Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion-Lower Tier Covered Transaction

*(Not to Be Completed at Time of Bid; Awarded Contractor Shall  
Completed and Submit with Each Respective Cost Proposal  
Package)*



This Page Intentionally Left Blank



Contract Identifier \_\_\_\_\_

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

*Not applicable at the time of bid. This Form shall be required to be executed on Each Job Order Issued under the Contract*

\_\_\_\_\_, 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 Bidder. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
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 \_\_\_\_\_ 20\_\_\_\_

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

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

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



This Page Intentionally Left Blank



### K.3 Payment to Subcontractors and Suppliers Certification



Payment to Subcontractors and Suppliers Certification

---

This Page Intentionally Left Blank



Contract Identifier \_\_\_\_\_

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 his 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: Denise C. Clarke  
Supervisory Contract Specialist  
DC Public Schools  
Office of Contracts and Acquisitions  
825 North Capitol Street, N.E., 7th Floor-Suite 7066  
Washington, D.C. 20002  
Telephone Number: (202) 442-5111  
Facsimile Number: (202) 442-5093

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



Payment to Subcontractors and Suppliers Certification

---

This Page Intentionally Left Blank



## K.4 Certification of Independent Price Determination



Certification of Independent Price Determination

---

This Page Intentionally Left Blank



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 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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature



This Page Intentionally Left Blank



K.5 Certification Under "Buy American Act" (applicable to purchases of material and equipment)

*(Not to Be Completed at Time of Bid; Awarded Contractor Shall Completed and Submit with Each Respective Cost Proposal Package)*



---

This Page Intentionally Left Blank



Contract Identifier \_\_\_\_\_

### BUY AMERICAN CERTIFICATION

*Not applicable at the time of bid. This Form shall be required to be executed on Each Job Order Issued under the Contract*

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

\_\_\_\_\_ Date

\_\_\_\_\_ Authorized Signature



---

This Page Intentionally Left Blank



## K.6 Certification as to Type of Business Organization



This Page Intentionally Left Blank



Contract Identifier \_\_\_\_\_

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)

Certification:

The undersigned acknowledges and hereby certifies our company shall comply with all the above

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



Certification as to Type of Business Organization  

---

---

This Page Intentionally Left Blank



K.7 Metropolitan Washington Council of Government Rider Clause



This Page Intentionally Left Blank



USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

If authorized by the bidder's(s) resultant Contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at Contract prices in accordance with Contract terms.

- A. Any member utilizing such Contract(s) will place its own order(s) with the successful contractor. There shall be no obligation on the part of any participating member to utilize the Contract(s).
- B. A negative reply will not adversely affect consideration of your bid.
- C. It is the awarded Contractor's responsibility to notify the members shown below of the availability of the contract.
- D. Each participating jurisdiction has the option of executing a separate contract with the awardees. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee(s), the awardee(s) may withdraw its extension of the award to that jurisdiction.
- E. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardees.
- F. It is understood that the Contractor will utilize proprietary licensed documents and software during the performance of the Work that is provided by a Consultant, the Gordian Group, Inc., by means of a consulting contract with the District of Columbia Public Schools. Any member jurisdictions of the Metropolitan Washington Council of Governments utilizing the Contractor by riding the Contract shall be liable to the Gordian Group, Inc. for their document and software licensing fee, which shall not exceed the licensing fees established in the DCPS Contract No. GAGA-2006-C-0160, Expert and Professional Contractor Services to Develop and Maintain a Job Order Contracting System.



Metropolitan Washington Council of Government Rider Clause

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
___	___	Alexandria, Virginia	___	___	Met. Wash. Airports Authority
___	___	Alexandria Public School	___	___	Met. Wash. Council of Government
___	___	Arlington County, Virginia	___	___	Montgomery College
___	___	Arlington County Public School	___	___	Montgomery County, Maryland
___	___	Bowie, Maryland	___	___	Mont. County Public Schools
___	___	Charles County Public Schools			
___	___	College Park, Maryland	___	___	Prince George's County, Maryland
___	___	Culpeper County, Virginia	___	___	Prince George's Public Schools
___	___	District of Columbia	___	___	Prince William County, Virginia
___	___	District of Columbia Courts			
___	___	District of Columbia Public Schools	___	___	Prince William Public Schools
___	___	D.C. Water & Sewer Authority.	___	___	Prince William County Service Authority
___	___	Fairfax, Virginia	___	___	Rockville, Maryland
			___	___	Spotsylvania County Schools
___	___	Fairfax County, Virginia	___	___	Stafford County, Virginia
___	___	Fairfax County Water Authority	___	___	Takoma Park, Maryland
___	___	Falls Church, Virginia	___	___	Vienna, Virginia
___	___	Fauquier City. Sch. & Govt., VA	___	___	Wash. Metro. Area Transit Authority
___	___	Frederick County, Maryland	___	___	Wash. Suburban Sanitary Comm.
___	___	Manassas Public Schools	___	___	Winchester Public Schools
___	___	Gaithersburg, Maryland	___	___	Herndon, Virginia
___	___	Greenbelt, Maryland	___	___	Loudoun County, Virginia
___	___	Manassas, Virginia			
___	___	MD-Nat. Cap. Park & Plng. Comm.			

Date

Authorized Signature

Contractor Name

April 2007

District of Columbia Public Schools

Section K.7 Page 332



K.8 - Certification Regarding the Walsh-Healy Act



---

This Page Intentionally left Blank



Contract Identifier \_\_\_\_\_

K.8 CERTIFICATION REGARDING THE WALSH-HEALEY ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. §§35-45) (the "Act", as used in this section), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this Contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2) (41 U.S.C. §40). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. §214).

Certification:

The undersigned acknowledges and hereby certifies our company shall comply with all the above

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



---

This Page Intentionally Left Blank



K.9 - Certification of Environmentally Preferable Products



Certification of Environmentally Preferable Products  

---

---

This Page Intentionally Left Blank



Contract Identifier \_\_\_\_\_

CERTIFICATION OF ENVIRONMENTALLY PREFERABLE PRODUCTS

- K.9.1. The Contractor, by accepting this Contract, agrees to supply DCPS 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.9.2. 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.48 and H.49.
- K.9.3. 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 shall meet the minimum EPP attributes outlined in the solicitation specifications and \_\_\_\_\_'s bid.  
*(Insert Company Name)*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



Certification of Environmentally Preferable Products

---

This Page Intentionally Left Blank



## K.10 - Certification Regarding Drug-Free Work Place



This Page Intentionally Left Blank



Contract Identifier \_\_\_\_\_

CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JANUARY 1997)

**K.10.1** Definitions. As used in this provision:

**K.10.1.1 Controlled substance:** means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. §812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

**K.10.1.2 Conviction:** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

**K.10.1.3 Criminal drug statute:** means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

**K.10.1.4 Drug-free workplace:** means the Site(s) for the performance of Work done by the Contractor in connection with a specific Contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

**K.10.1.5 Employee:** means an employee of a contractor directly engaged in the performance of Work under a DCPS or District Contract. "Directly engaged" is defined to include all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in Contract performance.

**K.10.1.6 Individual:** means a bidder/contractor that has no more than one employee including the bidder/contractor.

**K.10.2** The Contractor, if other than an individual, shall within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration:

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The Contractor's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the Contract with a copy of the statement required by section K.10.2(1) of this clause;
- (4) Notify such employees in writing in the statement required by section K.10.2(1) of this clause that, as a condition of continued employment on this Contract, the employee will:
  - a. Abide by the terms of the statement; and



- b. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under section K.10.2(4)(b) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under section K.10.2(4)(b) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
  - a. Take appropriate personnel action against such employee, up to and including termination; or
  - b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of section K.10.2(1) through K.10.2(6) of this clause.

**K.10.3** The Contractor, if an individual, agrees by award of the Contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this Contract.

**K.10.4** In addition to other remedies available to the DCPS, the Contractor's failure to comply with the requirements of sections K.10.2 or K.10.3 of this clause may render the Contractor subject to suspension of contract payments, termination of the Contract for default, and suspension or debarment.

Certification:

The undersigned acknowledges and hereby certifies our company shall comply with all the above

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date