

REQUEST FOR QUOTATION <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT, SET ASIDE FOR SBE/LSDBE FIRMS ONLY.		PAGE OF PAGES (incl. Cover) 1 98	
1. REQUEST NO. RFQ407879 Deliver & Install Liebert Cooling Systems and replace old units		2. DATE ISSUED 6/10/08	3. REQUISITION/PURCH. REQUEST NO. RQ407879	4. COMMODITY GROUP AND CLASS CDBR/OCF	CODE
5A. ISSUED BY Office Of Contracting And Procurement 441 4 th Street, NW. 700 South Washington, DC 20001			6. All work under this PO, including delivery, installation and testing of all new units shall be completed within: 60 days from the date of issuance of the P.O.		
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls) Ray Sharma Contract Specialist Ph: (202) -724 - 5240; email: ramesh.sharma@dc.gov			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)		
8. TO: NAME AND ADDRESS, INCLUDING Zip			9. DESTINATION (Consignee and address, including ZIP code) Office of Chief Technology Officer (OCTO) 3919 Benning Rd. NE Washington, DC 20019		
10. QUOTATIONS MUST BE RECEIVED BY THE ISSUING OFFICE BY: June 20, 2008 2.00 pm ET (marked "Attn: Ray Sharma")		11. BUSINESS CLASSIFICATION (Check appropriate boxes) Specify SBE/LSDBE total Preference Points officially allowed by DC/OLBD Office = DC-SBE/LSDBE Certification No. Expiration date			
		<input type="checkbox"/> SMALL <input type="checkbox"/> RESIDENT-OWNED <input type="checkbox"/> DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED <input type="checkbox"/> ENTERPRISE ZONE			
IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contracts for supplies or invoices. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.					
12. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f) = (e x c)
CLIN-001	Provide all labor, materials and equipment for the replacement of existing old units, and delivery, installation and testing of three new Liebert Deluxe Cooling Systems, as described in the attached Scope Of Work, Special Terms, etc. NOTE: (1). Quote must be "Firm Fixed Price". (2). US-DOL WD # DC080003 – DC3, Mod.5 dt. 6/6/08 shall apply, see details at: http://www.wdol.gov/wdol/scafiles/davisbacon (3). District of Columbia Standard Contract Provisions for Use With Specifications for District of Columbia Construction Projects dt. Jan., 2007 plus all amendments shall apply (free copy available upon request). (4) The estimated price range is \$100K to \$250K. (5) <u>BID BOND IN THE AMT. OF 5% OF THE QUOTED PRICE IS REQUIRED WITH EACH QUOTE.</u> (6) For site visit call PM: Donald Lamar at (202)-442-3225	1	Lump sum
13. DISCOUNT FOR PROMPT PAYMENT		10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
		%	%	%	%
14. NAME AND ADDRESS OF QUOTER (Street, city, county, State and ZIP Code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		16. DATE OF QUOTATION
			17. NAME AND TITLE OF SIGNER (Type or print)		18. TELEPHONE NO. (Include area code)

SCOPE OF WORK (SOW)
and SPECIAL CONDITIONS
6/10/08

Section A & B: Not used

Section C

C.1 Scope:

C.1.1 The District of Columbia, Office of Contracting and Procurement (OCP), on behalf of the Office of the Chief Technology Officer (OCTO), requires a contractor to provide all labor, materials, and equipment for the purchase and installation of **three** Liebert Deluxe Cooling Systems. These cooling systems will be installed at 3919 Benning Road, NE 20019 in accordance with the attached statement of work.

C.1.2 WORKING HOURS:

All inside hot (brazing) work will be performed on Weekends.

All staging and prep work like pipe fitting will be done Monday to Friday from 6:00am to 5:00pm All outside equipment rigging to the roof will be done on weekends.

All inside equipment rigging will be done Monday through Friday from 6:00am to 5:00pm from Monday to Friday.

All electrical work will be done during Monday through Friday from 6:00am to 5:00pm.

Any changes in the work hours must be approved by the COTR.

(In case of a conflict, this section shall supersede any work hours specified elsewhere in this contract).

C.2 Background

C.2.1 The age of the existing Liebert computer room air conditioning equipment is approximately 19 years old. The industry standard service life expectancy of computer grade units is 15-20 years. Due to the advanced age of the equipment we anticipate that the rate of mechanical failure and severity of the problems we encounter for these systems will increase as time goes on. The manufacturer of the computer room air conditioning equipment is unable to provide spare parts support for some of the internal components due to obsolescence. New HVAC units would be more energy efficient reducing OCTO operating costs and reduce potential downtime.

C.3 Requirement

The contractor shall furnish and install **(2)** Liebert Deluxe Systems 3 (20) ton precision cooling systems and (1) Liebert Deluxe System 3 (10) Ton cooling system. The Liebert Cooling System will be a down flow air configuration with floor stands, humidity controls, condensation pumps, micro processor controls, with an air cooled condenser. Contractor is required to have experience in a Data Center Environment; ability to receive, store, deliver and install the Liebert Cooling Systems including setting and rigging the units in place.

C.3.1 Installation:

Installation of the new 20 ton unit shall be installed on the weekend between 6:00am to 6:00PM. The 20 Ton unit will be installed before replacement of 10 ton unit. The installation of the 20 ton unit will reduce the heat load concentration in the immediate working area. Testing and verifying the 20 Ton unit is operating properly is required before the 10 ton unit is installed. All work must be coordinated with OCTO and Lincoln Properties Management. Coordinated efforts will ensure crane lift accessibility to

the rear parking lot for the new condenser. The contractor shall also coordinate in advance all disabling of fire suppression system with the OCTO staff.

C.3.2 Contractor shall cut in floor stand and modify floor tiles for new and Liebert unit’s footprint (OCTO will provide any additional tiles if needed). Contractor shall furnish and install type “L” copper refrigerant piping between indoor and outdoor units. The piping will follow the same path as existing piping. The contractor shall provide and install control interlocks to the roof mounted condenser as, well as, provide and install EPO (emergency power off) connections to the existing circuit. All power and connections from indoor and outdoor units will be provided by the contractor. It is assumed electrical power is adequate and available. Expand piping penetration to roof as needed for new condenser piping and power. OCTO will provide temporary spot coolers to support the area being worked on

C.4 Cleanup

C.4.1 Contractor will be responsible for all site cleanup work. The contractor shall remove all control components of the old units and give to OCTO as spare parts.

C.5 POINTS OF CONTACT:

C.5.1 The Contracting Officer’s Technical Representative (COTR) in the Office of the Chief Technology Officer shall be the principal point of contact for the District. The COTR, unless this Representative expressly assigns a Designee, is responsible for all matters pertaining to the contract performance. All invoices shall be submitted for certification to the COTR. The COTR is not authorized to make or order any changes to the contract scope, price or terms, or supervise any contractor employees, nor take actions or make decisions reserved to the authority of the Contracting Officer.

C.6 Period of Performance: All the work shall be completed with 60 Days after issuance of Purchase Order/Contract award.

C.7 Salient Physical Characteristics

Family Name	Liebert Deluxe System/3™		
Model Number	DX 6, 8, 10 Tons (21, 28, 35kW)	DX 15, 20, 22 Tons (53, 70, 77kW)	DX 30 Tons (105kW)
Physical Data			
Unit Height, inches (mm)	72 (1829)	72 (1829)	72 (1829)
Unit Width, inches (mm)	74 (1880)	99 (2515)	122 (3099)
Unit Depth, inches (mm)	35-5/8 (905)	35-5/8 (905)	35-5/8 (905)
Unit Weight, lbs. (kg)	1205-1860 (547-844)	1840-2555 (835-1159)	2160-2750 (979-1247)

C.7.1

Warranty			
Labor Standard	90 days after start-up; 1 year optional	90 days after start-up; 1 year optional	90 days after start-up; 1 year optional
Parts Standard	1 Year	1 Year	1 Year
Compressor Standard	1 Year	1 Year	1 Year
Unit Standard	1 Year	1 Year	1 Year

SECTION D: PACKAGING AND MARKING

D.1 MATERIAL DELIVERY, HANDLING AND STORAGE:

- A. The Contractor shall deliver materials and equipment in the original, properly labeled, unbroken packages, containers, cartridges or bundles and in such quantities and such ample time that progress of work will not be delayed.
- B. The Contractor shall protect materials and products against any damage or deterioration during transit to the site, unloading, delivering and storing at site, installation or erection and during period between installation or erection and final acceptance by the District, that shall include, but not limited to:
 - 1. Minimum exposure to weather during delivery.
 - 2. Storage off ground in dry, well-ventilated spaces.
 - 3. Covering, as necessary, for adequate protection from soiling and wetting.
- C. The Contractor shall provide storage methods that will facilitate inspection and testing before and during the use as follows:
 - 1. Space for storage of materials and equipment will be approved by the District's Inspector (see Paragraph H.23).
 - 2. The Contractor shall not occupy more space at the site than is absolutely necessary for proper execution of the work.

SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION:

The inspection and acceptance requirements for the resultant contract will be governed by Article 11 of the Standard Contract Provisions For Use With Specifications for District of Columbia Government Construction Projects, dated 1973, as amended and incorporated herein by reference. A copy of this booklet is available free of charge to the bidders at the Bid Issuance Office located at 441-4th Street, N.W. Washington, DC 20001. In addition, the acceptance criteria for different parts of the work, described in other sections of the RFQ 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 acceptance of all the work under the contract, when the COTR considers it beneficial to the District of Columbia.
- B. Partial acceptance shall not preclude liquidated damages for failure to complete the contract within the required time limits established under TIME FOR COMPLETION in Section F.1.

E.3 FINAL INSPECTION:

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

SECTION F - NOT USED

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT:

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

G.2 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.8 below.

G.4 METHOD OF PAYMENT:

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

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

- D. Materials and equipment payments:

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

G.5 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.6 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:

*Diane Wooden, Contracting Officer
Office of Contracting and Procurement
Construction, Design and Building Renovation Group
441- 4th Street, N.W., Suite 700-South
Washington, D.C. 20001
Telephone: (202) 724- 2163 or 724-4388*

G.7 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER:

- A. In accordance with Article 3 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.8 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. Donald Lamar
Facilities Coordinator
Office of Chief Technology Officer
3919 Benning Rd. NE
Washington, DC 20019*

- B. It is fully understood and agreed by the Contractor that the COTR shall not have any authority to make changes in the specifications/scope of work, 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 the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LIQUIDATED DAMAGES:

- A. The Contractor shall pay to the District of Columbia the sum of TWO HUNDRED AND FIFTY DOLLARS **(\$250/day)** as agreed liquidated damages for each calendar day of delay in completion of the work for this project, within the time limits set forth, subject to provisions of Article 5, DELAYS, of the Standard Contract Provisions for Construction Projects, as amended.
- B. If the District terminates for default the Contractor's right to proceed in accordance with Article 5, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of procurement.

H.2 GOVERNMENT'S RESPONSIBILITY:

District shall provide to the Contractor all necessary passes for Contractor's employees required to enter into the facility.

H.3 PERMITS, LICENSES AND CERTIFICATES:

- A. The District will be responsible for obtaining the building permit issued by the Department of Consumer and Regulatory Affairs (DCRA), Building and Land Regulation Administration, located at 941 North Capitol Street, N.E., Washington, D.C. The Contractor shall apply for and obtain all other permits required for this project including Raze Permit, certificates and licenses from the Office of Licenses and Permits, Permit Processing Division, Department of Consumer and Regulatory Affairs.
 - 1. The Contractor shall apply and pay for all required permits well in advance of the time that they are needed.
 - 2. If the Contractor experiences any difficulty in obtaining a permit, the Contractor shall request assistance immediately from the COTR.
 - 3. It is the responsibility of the Contractor to ascertain and obtain the required permits, licenses and certificates for this project. Permits, Licenses and Certificates may include, but are not limited to:

Permits and Certificates

- 1. Plumbing
- 2. Electrical
- 3. Refrigeration

Licenses

- 1. Master Plumbers
- 2. Electrical
- 3. Refrigeration

- | | |
|---|------------------|
| 4. Elevator | 4. Boiler |
| 5. Boiler and Pressure Tank | 5. Pressure Tank |
| 6. Public Space - To work in, excavate in or occupy | 6. Elevator |
| 7. Signs and Temporary Fences | |
| 8. Work on Sunday and after 6:00 p.m. weekdays. | |
| 9. Razing | |

C. The District will not allow work requiring permits and licenses to proceed until the Contractor produces evidence showing that such permits and licenses have been procured from the DCRA. Permits will be issued only to persons duly licensed for work in the District of Columbia, except as follows:

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

D. The Contractor shall prominently display all permits within the confines of the construction site.

H.4 NOT USED

H.5 SHOP DRAWINGS AND CATALOGUE CUTS:

A. Within thirty (10) calendar days from the date of the Notice to Proceed, the Contractor shall prepare a complete list of all samples, catalogue cuts and shop drawings required to be submitted as follows:

1. The Contractor shall submit the list to the COTR or his designee in quadruplicate for approval. The COTR will return one (1) copy of the approved list to the Contractor.
2. The District will not make progress payments until the required list has been submitted by the Contractor. The District will not make payments for any materials installed by the Contractor without approval by the COTR where submittal of the same is required.

B. The Contractor shall not install or use materials in the work until the COTR has given written approval of required samples, shop drawings or catalogue cuts, to be submitted as stated above.

1. Normally, 10 calendar days will be required for checking submitted materials. However, more time will be required for more complex submittals. The Contractor is advised that submittals that are kept simple (i.e. related to one section of the specifications or to one system) will be processed more expeditiously than more complex submittals. Approval of materials, shop drawings, catalogue cuts shall be only for the characteristics or uses named in the submission and shall not be construed as:

- a. Permitting any departure from contract requirements except as specifically stated in the approval.
- b. Relieving the Contractor of the responsibility of complying with the contract requirements because of errors which may exist.
- c. Constituting a complete check, but will indicate only that the general method of construction and detailing is satisfactory and the Contractor shall be responsible

for the dimensions and design of adequate connections, details and satisfactory construction of all work.

H.7 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, salvaged materials provided for the work (except any materials that are to remain the property of the Government of the District of Columbia as provided in the specifications) and leave the premises in a neat and clean condition satisfactory to the COTR at the site.

H.8 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.
- 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.9 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. The District will not furnish any copies of the applicable Federal Specifications, Commercial Standards and other standard specifications to the bidders. However, the Contracting Officer will furnish upon request, information as to how copies of the standards referred to may be obtained, and it will be responsibility of the requestor to obtain the necessary documents from respective sources.
- 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 contract specifications.

H.10 EQUIPMENT COORDINATION:

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

H.11 STOPPAGE OF WORK:

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

H.12 SUBCONTRACTS:

- A. Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the Government of the District of Columbia.
1. The divisions or sections of the specifications are not intended to control the Contractor in dividing the work among the subcontractors or to limit the work performed by any trade.
 2. The Contractor shall be as fully responsible to the Government of the District of Columbia for the acts and omissions of subcontractor and of persons employed by them as he is for the acts and omissions of persons directly employed by him.
 3. The Contractor shall be responsible for the coordination of the trades, subcontractor and material persons engaged upon his work.
 4. The Contractor shall, without additional expense to the Government of the District of Columbia, utilize the services of specialty subcontractor of those parts of the work which are specified to be performed by specialty subcontractor.
 5. The Government of the District of Columbia will not undertake to settle any differences between the Contractor and his subcontractor or between subcontractors.
- 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. The subcontractor approval request form included herein should be used to request approval of subcontractor on this project. The form should be completed for each subcontractor requested for approval and submitted to the Contracting Officer. Copies of these forms are available upon request from the COTR.
- C. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved

by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

H.13 USE OF PREMISES:

- A. If the Contractor considers it necessary to perform any work after the regular working hours on Saturdays, Sundays or legal holidays, the Contractor shall perform this work without any additional expense to the Government of the District of Columbia.
- 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 Government 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 Government of the District of Columbia business.

H.14 NOT USED

H.15 SAFETY PRECAUTIONS:

- A. The Contractor shall perform all site, plant and construction work in strict accordance with the Safety Standards of the District of Columbia and the U.S. Occupational Safety and Health Act of 1970 and the D.C. Occupational Safety and Health Act of 1988, D.C. Official Code sec's. 32-1101 et seq. and 1-620.01 et seq.
 - 1. The Contractor or his representative shall be thoroughly familiar with these standards and have copies of same available at the project site at all times.
- 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. The Government, its officers, agents, servants, and employees shall not be held liable for any property damages or physical harm resulting from inadequate protection.
 - 2. Prior to execution of shoring and/or bracing, the Contractor shall submit details and calculations for shoring and/or bracing designs for the 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.16 NOT USED

H.17 GUARANTEE OF WORK:

- A. The Contractor guarantees, for a period of one (1) year after date of acceptance for Occupancy as established in the District's written notification, to repair or replace any work in which any defects in 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 District of Columbia.
- 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, the District of Columbia may (1) either have such work performed as the Contracting Officer deems necessary to fulfill such guarantee, or (2) allow all such damaged or defective work to remain in such unsatisfactory condition; provided that the Contractor shall promptly pay the District of Columbia the sum estimated by the Contracting Officer under the provision of paragraph 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 the Government of the District of Columbia.
- D. Special guarantee: The Contractor shall provide a written guarantee of the following for the extended periods and to the extent stated below:
1. Guarantee heating and air conditioning equipment, except expendable components such as filters, for two (2) full operating seasons or the equivalent thereof against all conditions except vandalism or improper maintenance.
- E. All other warranties that are stipulated in the scope, 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 warranty under Sec-C.7.1 shall take precedence.**

H.18 PROTECTION:

- A. The Contractor shall protect existing public and private property including but not limited to sidewalks, pavements, landscaping, from damage using methods approved by COTR such as planking, covering, temporary cement curbs, and shall be responsible for replacement of items that are damaged by work under this contract. The Contractor shall repair or replace damages to sidewalks, curbs, streets, public property and public utilities as directed by the COTR in accordance with standards of the agency having jurisdiction over the damaged property. The COTR will not permit grouting of cracks in sidewalks and driveways. The Contractor shall replace cracked slabs.
- B. Contractor shall be responsible for personal injury to workmen and the public and shall indemnify and hold the District harmless for any such injuries that are incurred during the performance of this contract.
- C. Nothing contained in the drawings and specifications for installation of fences, barricades or site protection shall be interpreted as making the District a party to, liable for, or relieving the Contractor of:
 - 1. The Contractor's responsibility for materials delivered and work performed until completion and final acceptance;
 - 2. The Contractor's responsibility to sustain all costs, losses or damages arising out of the nature of the work to be done, or due to any unforeseen or usual obstructions or difficulties which may be encountered in the accomplishment of the work, or resulting from the work, or resulting from the action of the elements; and
 - 3. The Contractor's responsibility to protect existing public and private property.

H.19 NOT USED

H.20 EXISTING CONDITIONS: (where applicable)

- A. The Contractor shall verify by actual measurement existing work required to connect with work now in place before the Contractor commences actual work at the site. The Contractor shall ensure that new work in extension of existing work shall correspond in all respects with that to which it connects unless otherwise indicated or specified.
- B. The Contractor shall cut, alter, remove or temporarily remove and replace existing work as necessary for the performance of the work to be done. The Contractor shall restore work remaining in place that is damaged or defaced by reason of work done under this contract to a condition satisfactory to the COTR.

H.21 OPERATION AND MAINTENANCE INSTRUCTIONS:

- A. Prior to final acceptance of the project, 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 District personnel assume operation of the system.

H.22 NOT USED

H.23 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.24 NOT USED

H.25 REFERENCE TO CODES AND REGULATIONS:

- A. Where the District of Columbia codes and regulations and other codes and regulations are referred to in these specifications, they are minimum requirements.
- B. Where the requirements of these specifications exceed the referred requirements of the codes and regulations, these specifications shall govern.
- C. Requirements of codes and regulations shall include revisions, amendments and supplements thereto in effect on the closing date of the RFQ.

H. 26-29 NOT USED

H.30 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 are shown on the drawings, but it is 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 the District.
 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.31 and 32 NOT USED

H.33 MODIFICATIONS TO ARTICLE 3, SECTION E, CHANGES, OF THE STANDARD CONTRACT PROVISIONS, GENERAL PROVISIONS SECTION:

- A. The purpose of this section is to define a standard procedure for determining reasonable costs and times for purpose of making equitable adjustments under Article 3, CHANGES, of the Standard Contract Provisions, General Provisions section.
- B. Unless otherwise specifically provided in the contract, the following procedure shall be used:
 - 1. Where the nature of the change is known sufficiently in advance of construction to permit negotiation, the parties shall attempt to agree on a fully justifiable price adjustment or adjustment of time for completion.
 - 2. If the parties fail to agree upon an equitable adjustment prior to the time the proposed change affects the contract work, or if the Contracting Officer determines it is not feasible to reach an agreement regarding an equitable adjustment, either due to lack of time or other reasons, the Contracting Officer will order the change in accordance with Article 3 of the General Provisions and the Contractor shall proceed with the execution of the work so changed.
- C. Equitable adjustments shall be determined in the following manner, unless otherwise specifically stated in the contract.
 - 1. Whenever a change is proposed or directed, the Contractor shall submit a proposal or breakdown within fifteen (15) days of its receipt of the change, and the proposal will be acted upon promptly by the Contracting Officer.
 - 2. Price Adjustments
 - a. If agreement on costs cannot be reached prior to execution of changed work, payment will be made for the actual costs provided records of such costs are made available and that such costs are reasonable and predicated on construction procedures normally utilized for the work in question. If not, then payment shall be based on standard trade estimating practice.
 - b. Where basis of equitable adjustments is the actual cost incurred in performing changed work, the Contractor shall furnish the District with a complete breakdown of costs, covering the subcontractor work, as well as his own, individually itemizing the following:
 - i. Material quantities and unit prices
 - ii. Labor hours and basic hourly rate for each labor classification
 - iii. Fringe benefits rate for each classification
 - iv. Construction equipment
 - v. Overhead
 - vi. Profit
 - vii. Commission
 - viii. FICA, FUTA and DUTA (applied in basic hourly wage costs).

- c. The Contractor shall furnish substantiation of fringe benefits, workmen compensation, FICA, DUTA, FUTA and State unemployment taxes at the request of the District.
- d. The percentage for overhead, profit and commission to be allowed shall in no case exceed the following and shall be considered to include, but not limited to, insurance, other than mentioned herein, field and office supervisor and assistants above the level of foreman, incidental job burdens and general office expense, including field and home office. No percentage for overhead and profit will be allowed on FICA (Social Security), FUTA (Federal Unemployment and DUTA (District Unemployment) taxes:
- e.

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

- f. When a change consists of both added work and deleted work, the applicable percentage shall be applied to the net cost or credit.
 - g. Where more than one tier of subcontractors exists, they shall be treated as one subcontractor for purposes of markups. That is, only one overhead and one profit percentage for the subcontractors and one commission percentage for the prime Contractor shall be applied to actual cost of work performed regardless of the number of tiers of subcontractors.
3. Changes in the period of performance: Where a change affects the time required for the performance of the contract, the Contractor shall describe in detail “cause and effect relationship” and how such change affects the specific contract work activities, current critical path, overall performance or work, concurrency with other delays, and the final net impact on the contract milestone(s), specifically stating the proposed decrease or increase in the period of contract performance in calendar days.
 4. The changes in the contract period of performance, if any, resulting from change order work will be calculated in the following manner:

- a. New durations for work activities affected by the change order will be incorporated into the next computer printout. Time extensions will be directly based on the extent to which the contract completion date is hereby extended.
 - b. Should new work activities be required to supplement existing activities, they will be incorporated into the computer printout to verify total effect, if any, on the contract completion date.
 - c. Every attempt will be made to reach an agreement between the Contractor and the COTR on the number of days by which activity duration will be extended. Should an agreement not be reached within fifteen (15) days after Contractor receives the directive, the COTR will assign a reasonable duration to be used in determination of job progress.
- A. If performance of the work is delayed by any of the causes specified in Article 5 of the General Provisions, TERMINATION-DELAYS, of Standard Contract Provisions for Construction Contract, 1973, as amended, a contract time extension may be justified.
- 1. The Contractor, when requesting an extension to the contract period of performance, must submit the same in writing with supporting facts and backup documentation plus a detailed explanation that must include, but be not limited to, the following:
 - Reasons/cause and responsibility of each delay.
 - Inclusive dates of each delay.
 - Specific trades affected.
 - Portion (s) of each work contract activity affected and the duration thereof.
 - Status of work activity affected before delay commenced.
 - Concurrency of any other delays, including Contractor's own.
 - Net effect of each delay under this request, on the overall contract completion.

In the case of late delivery of materials and/or equipment, back up date, correspondence and documentation should include but not be limited to the following: establishment that prior to ordering there was a reasonable assurance of timely supply; copies of each purchase order establishing the dates of procurement, invoices, delivery receipts and the like showing shipping or delivery dates; and copy of correspondence showing diligent attempts to follow ups to obtain materials when critically needed from other sources.
- B. All documentation should demonstrate that any delay was unforeseeable and without the fault or negligence of the Contractor, subcontractor or supplier involved. The Contractor will be entitled only to the additional number of days the project is delayed which is not concurrent with another delay for which a time extension has been granted or for which a valid request has been submitted.
- C. In case of delays due to strikes, documentation shall include evidence of when and what trades struck, with reasons for the strike, prompt submittal of notice when the strike was ended and the date thereof, analysis of the effect of the strike on the completion of the contract work.
- D. In case of delays due to unusually severe weather, documentation shall include daily temperature and precipitation records for each period of delay involved and explanation of delaying effect, including number of days that the construction activities on the current critical path at the time were actually delayed, including any extended impact, beyond the normal anticipated days of delay due to the weather conditions.
- E. **COST AND PRICING DATA** (applicable to a Change Order or Modification) :

1. Unless otherwise provided in the solicitation, the Contractor shall, before negotiating any price adjustments pursuant to a change order or modification, submit cost or pricing data and certification that, to the best of the Contractor's knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of the date of negotiation of the change order or modification.
2. If any price, including profit or fee, negotiated in connection with any change order or contract modification, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified by the Contractor, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified by the Contractor, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
3. Cost or pricing data includes all facts as of the time of price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental, and are therefore verifiable. While they do not indicate the accuracy of the prospective Contractor's judgment about estimated future costs or projections, cost or pricing data do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.
4. The following specific information should be included as cost or pricing data, as applicable:
 - (a) Vendor quotations;
 - (b) Nonrecurring costs;
 - (c) Information on changes in production methods or purchasing volume;
 - (d) Data supporting projections of business prospects and objectives and related operations costs;
 - (e) Unit cost trends such as those associated with labor efficiency;
 - (f) Make or buy decisions;
 - (g) Estimated resources to attain business goals;
 - (h) Information on management decisions that could have a significant bearing on costs.
5. If the Contractor is required to submit cost or pricing data in connection with pricing any change order or modification of this contract, the Contracting Officer or representatives of the Contracting Officer shall have the right to examine all books, records, documents and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the change order or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. Contractor shall make available at its office at all reasonable times the materials described above for examination, audit, or reproduction until three years after the later of:

- (a) final payment under the contract;
- (b) final termination settlement; or
- (c) the final disposition of any appeals under the disputes clause or of litigation or the settlement of claims arising under or relating to the contract.

H.34 NOT USED

H.35 EXISTING EQUIPMENT REMAINING IN USE: (Where applicable)

During the contract term, D. C. Government personnel will maintain any existing equipment that remains temporarily operational. The Contractor shall coordinate with the COTR the time for removal of equipment in order to permit the District to salvage components for use on equipment remaining in use.

H.36, 37, 38 & 39 NOT USED

H.40 AUDITS, RECORDS, AND RECORD RETENTION:

- H.40.1** 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 the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.
- H.40.2** The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.
- H.40.3** The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.
- H.40.4** The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.
- H.40.5** 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.
- H.40.6** The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

H.41 NOT USED

H.43 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA):

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

H.44 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED:

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

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS:

The Standard Contract Provisions For Use With Specifications for District of Columbia Government Construction Projects, January, 2007, and amendments thereto are incorporated herein by reference, with the same force and effect as if given in full text.

I.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS:

- A. The Contractor shall be bound by the Davis Bacon USDOL Wage Determination # DC080003 – DC3, Mod.5 dt. 6/6/08 for the full term of the contract.
- B. In accordance with the applicable provisions of 29 CFR, Part 1, which requires the correct wage determination and the appropriate wage rates there in is incorporate into this contract which are Building Construction Rates.
- C. Further, as set forth in 29 CFR, Part 1, Section 1.6 (c) (3) (IV), if the intent to award letter is not issued within ninety (90) days of bid opening, all intervening modifications (or new wage decision) are made a part of this contract. The Contractor will be reimbursed this added labor cost.

I.3 CONFLICT OF INTEREST:

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

I.4 Not Used

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 \$1,000,000.00 per occurrence limit for bodily injury and property damage. If this Contract is for building construction, the Commercial General Liability policy must be endorsed to include coverage for Explosion, Collapse and Underground (XCU). The policy must name 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 valued at over \$100,000.00 or determined to be high risk must carry Umbrella/ Excess Liability Insurance with \$5,000,000.00 limits per occurrence. The policy must name 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, \$100,000.00 per accident for injury, \$100,000 per employee for disease, \$500,000.00 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.
 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 \$1,000,000.00 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. Contractor shall provide a Builder's Risk policy or Installation Floater with limits equal to the projected market value of the completed project to cover property damage to existing facilities at the site. This policy is not required for contracts involving demolition only.
- 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 fourteen (14) days of contract 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. **DURATION**. The Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer 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.
- D. **CONTRACTOR'S PROPERTY**. Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.
- E. **MEASURE OF PAYMENT**. The District 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 the lump sum bid price.

I.6 ANTI-DISCRIMINATION CLAUSE:

The Contractor:

1. Shall not discriminate in any manner against any employee or applicant for employment in violation of Section 211 of the District of Columbia Human Rights Act (DC Law 2-38; DC Official Code Section 2-1402.11);
2. Shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials;

3. Shall, along with all subcontractor, post in a conspicuous place available to employees and applicants for employment, a notice setting forth the provisions of the anti-discrimination clause set out in Section 251 of the District of Columbia Human Rights Act (DC Official Code Section 2-1402.51).

I.7 Not Used

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 the District.

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

- (a) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The Contractor's claim shall contain at least the following:
 - (1) A description of the claim and the amount in dispute;
 - (2) Any data or other information in support of the claim;
 - (3) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (4) The Contractor's request for relief or other action by the contracting officer.
- (b) The Contracting Officer may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (c) For any claim of \$50,000.00 or less, the Contracting Officer shall issue a decision within sixty (60) calendar days from receipt of a written request from a Contractor that a decision is rendered within that period.
- (d) For any claim over \$50,000.00, the Contracting Officer shall issue a decision within ninety (90) calendar days of receipt of the claim. Whenever possible, the Contracting Officer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (e) The Contracting Officer's written decision shall do the following:
 - (1) Provide a description of the claim or dispute;
 - (2) Refer to the pertinent contract terms;
 - (3) State the factual areas of agreement and disagreement;
 - (4) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

- (5) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (6) Indicate that the written document is the contracting officer's final decision; and
 - (7) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (f) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.
 - (g)
 - (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.
 - (2) Liability under paragraph (9)(1) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
 - (h) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Official Code § 2-309.04.
 - (i) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

C. Claims by the District against a Contractor

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

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

I.9 CONFIDENTIALITY OF INFORMATION:

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

I.10 TIME:

Time or performance period, if stated in number of days, shall mean calendar days which that includes Saturdays, Sundays, and holidays, unless stated otherwise therein.

I.11 OTHER CONTRACTORS:

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

I.12 INCORPORATION AND ORDER OF PRECEDENCE:

The following documents are incorporated herein by reference and in case of any discrepancy the following Order Of Precedence shall apply: (1) Schedule For Construction, Alteration, Repairs - Prices (RFQ/PO), (2) Scope, Specifications (RFQ), (3) Special Conditions and Contract Clauses (RFQ) (4) US-DOL Wage Determination Rates (RFQ), and (5) Standard Contract Provisions for use with Construction Projects dated January 2007, as amended.

I.13 CONTRACTS IN EXCESS OF \$1 MILLION DOLLARS: N/A

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

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

1. Minimum Wages

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

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

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

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

- (ii) (A) The Contracting Officer of the District of Columbia, Fire and Emergency Medical Service, hereinafter referred to as the Contracting Officer, shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona-fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, agree with the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(C) In the event the Contractor, or the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate), determined pursuant to sub-paragraphs (1)(B) or (1)(C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona-fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider, as part of the wages of any laborer or mechanic, the amount of any cost reasonably anticipated in providing bona-fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.

2. Withholding

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the United States Department of Labor, withhold or cause to be withheld from the Contractor, under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor, the full amount of wages required by the contract. In the event of failure to pay any

laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or developing of the project), all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records

- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona-fide fringe benefits or case equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly numbers of hours worked, deductions made and actual wages paid.

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

- (ii) (A) The Contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the District of Columbia Government if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the District of completely all of the information required to be maintained under 5.5(a)(3)(I) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U. S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (B) Each payroll submitted shall be accompanied by a “Statement of Compliance” signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be maintained under 5.5(a)(3)(I) of Regulations, 29 CFR Part 5 and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee), employed on the contract during the payroll period has been paid the full weekly

wages earned, without rebate, directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

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

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

4. Apprentices and Trainees

- (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 performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s

hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

5. Compliance with Copeland Act Requirements

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

6. Subcontracts

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

7. Contract Termination: Debarment

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

8. Compliance with Davis-Bacon and Related Act Requirements

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

9. Disputes Concerning Labor Standards

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

10. Certification of Eligibility

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

(i) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

B. Contract Work Hours and Safety Standards Act

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

1. Overtime Requirements

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

**2. Violation: Liability for Unpaid Wages:
Liquidated Damages**

In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10.00 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clauses set forth in subparagraphs (1) of this paragraph.

3. Withholding for Unpaid Wages and Liquidated Damages

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

4. Subcontracts

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

C. Contract Work Hours and Safety Standards Act

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

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

SPECIAL STIPULATIONS PERTAINING TO WAGE RATES

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

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

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

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

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

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

(TO BE SUBMITTED WITHIN FIVE DAYS AFTER AWARD)

FIRST SOURCE EMPLOYMENT AGREEMENT

Contract Number: _____

Contract Amount: _____

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.

3. 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.

Dated this _____ day of _____ 20_____

Signed:

Department of Employment Services

Signature of Employer

Name of Company

Address

Telephone

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

SECTION –K
CERTIFICATIONS, REPRESENTATIONS AND OTHER
STATEMENTS OF BIDDERS

- K-1. Certification of Eligibility**
- K-2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction**
- K-3. Payment to Subcontractor and Suppliers Certification**
- K-4. Equal Opportunity Compliance**
- K-5. Tax Certification Affidavit**
- K-6. Bid Bond**
- K-7. Certification as to Corporation**
- K-8. Certification of Independent Price Determination**
- K-9. Employment Agreement**
- K-10. Certification under “Buy American Act” (applicable to purchase of material and equipment)**
- K-11. Certification as to Type of Business Organization**

K-1

CERTIFICATE OF ELIGIBILITY

CERTIFICATION OF ELIGIBILITY

_____, being duly sworn (or

(President or Authorized Official of Bidder)

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

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

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

does not have a proposed debarment pending; and

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

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

Contractor

President or Authorized Official

Date

Title

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

Subscribed and sworn before me this _____ day of _____

At _____
City and State

Notary Seal

Notary Public

K-2

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

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

_____, being duly sworn (or

(President or Authorized Official of Bidder)

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

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

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

does not have a proposed debarment pending; and

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

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

_____ Contractor	_____ President or Authorized Official
_____ Date	_____ Title

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

Subscribed and sworn before me this _____ day _____

At _____
City and State

Notary Seal

Notary Public

K-3

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

PAYMENT TO SUBCONTRACTOR AND SUPPLIERS CERTIFICATE

The Contractor, prior to receiving a progress payment, shall submit to the Contracting Officer, certification that the Contractor has made and will make timely payments to 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:

*Diane Wooden, , Contracting Officer
Office of Contracting and Procurement
441 – 4th Street, N.W., Suite 700S
Washington, D.C. 20001*

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

Date

Title

K-4

EQUAL OPPORTUNITY COMPLIANCE

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 Karen Hester, Contracting Officer, Capital Purchasing IPT, Office of Contracting and Procurement 441 4th Street, N.W., Suite 800 South, Washington D.C. 20001, within five (5) working days subsequent to the bid opening. Failure to comply in a timely manner may render the bid non-responsive.

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

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

All prime Contractors and subcontractor who contract with the District of Columbia Government to perform construction or renovation work with a single contract or cumulative contracts of at least \$500,000.00 let within a twelve (12) month period, shall be required to register an apprenticeship program with the District of Columbia Apprenticeship Council. (D.C. Code 3-404 1988).

APPRENTICES AND TRAINEES

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

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

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

EMPLOYMENT OF THE HANDICAPPED

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

UTILIZATION OF MINORITY BANKING INSTITUTIONS:

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

MONTHLY EMPLOYMENT UTILIZATION REPORTS:

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



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

ON YOUR [bidder's] LETTER-HEAD

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

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

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

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

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

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

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

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

AUTHORIZED OFFICIAL AND TITLE

AUTHORIZED SIGNATURE

FIRM/ORGANIZATION NAME

DATE

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

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

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

CONTRACTOR

NAME

SIGNATURE

TITLE

CONTRACT NUMBER

DATE

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 One 1. All reports are accurate and were prepared in accordance with the instructions (check on consolidated only)
 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.

SOLICITATION NO: _____
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: 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;
- (i) to grant waivers from the minimum standards for the employment of minorities and women in Affirmative Action Programs in exceptional cases, as circumstances may warrant.

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

- (a) the initial responsibility for ensuring that Contractors and subcontractor are in compliance with any rules, regulations, and procedures promulgated pursuant to this Order;
- (b) to examine the employment practices of Contractors and subcontractor in accordance with procedures established by the Office of Human Rights, and report any compliance action to the Director of the Office of Human Rights;
- (c) to comply with the terms of this Order and of the orders, rules, regulations, guidelines, and procedures of the Office of Human Rights issued pursuant thereto in discharging their responsibility for securing contract compliance; and
- (d) to secure compliance with any rules, regulations, and procedures promulgated pursuant to

this Order before or after the execution of a contract by methods, of conference, conciliation and persuasion. No enforcement proceedings shall be initiated, nor shall a contract be cancelled or terminated in whole or in part, unless such methods have first been attempted.

6. Procedures: The procedures to be followed in implementing this Order shall be those set forth in Orders, rules, regulations, and guidelines as may be promulgated by the Office of Human Rights.
7. Severability: If any section, subsection, sentence, clause, phrase, or portion of the provisions in this Order is for any reason declared by any court of competent jurisdiction to be invalid or unconstitutional, such section, subsection, sentence, clause, phrase, or portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining provisions of this order.
8. Effective Date: This Order shall become effective immediately.

Signed by Marion Barry, Jr.
Mayor

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

OFFICE OF HUMAN RIGHTS

NOTICE OF FINAL RULEMAKING

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

CHAPTER 11 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS

1100. 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:

(a) Discrimination in employment on grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap by any District of Columbia Government Contractor; and

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

1103. CONTRACT PROVISIONS

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

- 1103.2 The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap.
- 1103.3 The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap. The affirmative action shall include, but not be limited to the following:
- (a) Employment, upgrading, or transfer;
 - (b) Recruitment or recruitment advertising;
 - (c) Demotion, layoff, or termination;
 - (d) Rates of pay, or other forms of compensation; and
 - (e) Selection for training and apprenticeship.
- 1103.4 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections 1103.2 and 1103.3 concerning non-discrimination and affirmative action.
- 1103.5 The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection 1103.2
- 1103.6 The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, a notice to be provided by the Contracting Agency, advising each labor union or workers' representative of the Contractor's commitments under this chapter, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 1103.7 The Contractor agrees to permit access to all books, records, and accounts, pertaining to its employment practices, by the Director and the Contracting Agency for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractor, books, records, and accounts for such purposes.
- 1103.8 The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director, or any authorized official.
- 1103.9 The prime Contractor shall include in every subcontract the equal opportunity clauses, subsections 1103.2 through 1103.10 of this section, so that such provisions shall be binding upon each subcontractor or vendor.
- 1103.10 The prime Contractor shall take such action with respect to any subcontractor as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for non-compliance; provided, however, that in the event the prime Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction by the contracting agency, the prime Contractor may request the District to enter into such litigation to protect the interest of the District.

1104 AFFIRMATIVE ACTION PROGRAM

1104.1 Each apparent low bidder for a construction contract shall complete and submit to the Contracting Agency, prior to the execution of any contract in the amount of twenty-five thousand dollars (\$25,000) or more, and each Contractor covered under subsection 1105.1, an Affirmative Action Program to ensure equal opportunity which shall include specific standards for the utilization of minorities and women in the trades, crafts and skills to be used by the Contractor in the performance of the contract.

1104.2 Each apparent low bidder or offeror for a non-construction contract shall complete and submit to the Contracting Agency, prior to the execution of any contract in the amount of ten thousand dollars (\$10,000.00) or more, and each Contractor covered under subsection 1105.2, an Affirmative Action Program to ensure equal opportunity which shall include specific standards for the utilization of minorities in the job categories specified in subsection 1108.4.

1104.3 To ensure equal opportunity each Affirmative Action Program shall include the following commitments:

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

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

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

1104.5 If, within five (5) working days prior to commencement of work, the Contractor determines that the Department of Employment Services or the minority or female referral organizations are unable to refer sufficient minorities or women to meet its commitments, the Contractor

may take steps to hire, by referral or otherwise, from the local union membership to fill the remaining job openings, provided that it notifies the local union of its personnel needs and of its employment commitments. Evidence of the notification shall be provided to the Contracting Agency.

- 1104.6 The Contractor shall have standing requests for additional referrals of minority and female workers with the local union, the Department of Employment Services, and the other referral sources, until such time as the Contractor has met its minority and female employment commitments.
- 1104.7 If the Contractor desires to lay off some of its employees in a given trade on a construction site, it shall ensure that the required number of minority and female employees remain on the site to meet the minority and female commitments.
- 1104.8 No Contractor shall refuse employment to any individual who has minimal facility to speak English except where the Contractor can demonstrate that the facility to speak English is necessary for the performance of the job.
- 1104.9 No union with which the Contractor has a collective bargaining agreement shall refuse to refer minority and female employees to such Contractor.
- 1104.10 To the extent that Contractors have delegated the responsibility for some of their employment practices to some other organization or agency which prevents them from meeting their equal opportunity obligations, those Contractors shall not be considered to be in compliance with this chapter.
- 1104.11 The obligations of the Contractor shall not be reduced, modified, or subject to any provision in any collective bargaining agreement with labor organization which provides that the labor organizations shall have the exclusive or primary opportunity to refer employees.
- 1104.12 When any Contractor employs a minority person or woman in order to comply with this chapter, those persons shall be advised of their right to seek union membership, the Contractor shall provide whatever assistance may be appropriate to enable that person to obtain membership, and the Contractor shall notify the appropriate union of that person's employment.
- 1104.13 The Contractor shall not discharge, refuse to employ, or otherwise adversely affect any minority person or woman because of any provision in any collective bargaining agreement, or any understanding, written or oral that the Contractor may have with any labor organization.
- 1104.14 If at any time, because of lack of cooperation or overt conduct, a labor organization impedes or interferes with the Contractor's Affirmative Action Program, the Contractor shall notify the Contracting Agency and the Director immediately, setting forth the relevant circumstances.
- 1104.15 In any proceeding involving a disagreement between a labor organization and the Contractor over the implementation of the Contractor's Affirmative Action Program, the Contracting Agency and the Office of Human Rights may become a party to the proceeding.

- 1104.16 In determining whether or not a Contractor is utilizing minorities and females pursuant to Section 1108, consideration shall be given to the following factors:
- (a) The proportion of minorities and women employed in the trades and as laborers in the construction industry within the District of Columbia;
 - (b) The proportion of minorities and women employed in the crafts or as operatives in non-construction industries within the District of Columbia;
 - (c) The number and ratio of unemployed minorities and women to total unemployment in the District of Columbia;
 - (d) The availability of qualified and qualifiable minorities and women for employment in any comparable line of work, including where they are now working and how they may be brought into the Contractor's workforce;
 - (e) The effectiveness of existing training programs in the area, including the number who complete training, the length and extent of training, employer experience with trainees, and the need for additional or expanded training programs; and
 - (f) The number of additional workers that could be absorbed into each trade or line of work without displacing present employees, including consideration of present employee shortages, projected growth of the trade or line of work, and projected employee turnover.

1104.17 The Contractor's commitment to specific standards for the utilization of minorities and females as required under this chapter shall include a commitment to make every good faith effort to meet those standards. If the Contractor has failed to meet the standards, a determination of "good faith" shall be based upon the Contractor's documented equal opportunity efforts to broaden its equal employment program which shall include, but may not necessarily be limited to, the following requirements:

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

- (1) Including it in any organizational manual;
 - (2) Publicizing it in company newspapers, annual report, etc.;
 - (3) Conducting staff, employee, and union representatives meetings to explain and discuss the policy;
 - (4) Posting; and
 - (5) Reviewing the policy with minority and female employees.
- (f) The Contractor shall disseminate its EEO policy externally by doing the following:
- (1) Informing and discussing it with all recruitment sources;
 - (2) Advertising in news media, specifically including news media directed to minorities and women;
 - (3) Notifying and discussing it with all known minority and women's organizations; and
 - (4) Notifying and discussing it with all subcontractor and suppliers.

- 1104.18 The Contractor shall make specific recruitment efforts, both written and oral, directed at all minority and women's training organizations within the Contractor's recruitment area.
- 1104.19 The Contractor shall encourage present employees to assist in the recruitment of minorities and women for employment.
- 1104.20 The Contractor shall validate all qualifications, selection requirements, and tests in accordance with the guidelines of the Equal Employment Opportunity Commission.
- 1104.21 The Contractor shall make good faith efforts to provide after school, summer and vacation employment to minority youths and young women.
- 1104.22 The Contractor shall develop on-the-job training opportunities, and participate and assist in any association or employer group training programs relevant to the Contractor's employee needs.
- 1104.23 The Contractor shall continually inventory and evaluate all minority and female personnel for promotion opportunities.
- 1104.24 The Contractor shall make sure that seniority practices, job classifications, qualifications, etc. do not have a discriminatory effect on minorities and women.
- 1104.25 The Contractor shall make certain that all facilities and company activities are nonsegregated.
- 1104.26 The Contractor shall continually monitor all personnel activities to ensure that its EEO policy is being carried out.

- 1104.27 The Contractor may utilize minority banking facilities as depositories for funds which may be involved, directly or indirectly, in the performance of the contract.
- 1104.28 The Contractor shall employ minority and female workers without respect to union membership in sufficient numbers to meet the minority and female employment standards, if the experience of the Contractor with any labor union from which it will secure employees does not indicate that it will refer sufficient minorities and females to meet its minority and female employment standards.
- 1104.29 The Contractor shall ensure that all of its employees as well as those of its subcontractor are made knowledgeable about the Contractor's equal opportunity policy.
- 1104.30 [Reserved]
- 1104.31 Each Contractor shall include in all bid invitations or other pre-bid communications, written or otherwise, with respect to prospective subcontractor, the standards, as applicable, which are required under this chapter.
- 1104.32 Whenever a Contractor subcontracts a portion of the work in any trade, craft or skill it shall include in the subcontract, its commitment made under this chapter, as applicable, which shall be adopted by its subcontractor who shall be bound thereby and by the regulations of this chapter to the full extent as if it were the prime Contractor.
- 1104.33 The prime Contractor shall give notice to the Director and the Contracting Agency of any refusal or failure of any subcontractor to fulfill its obligations under this chapter.
- 1104.34 Failure of compliance by any subcontractor shall be treated in the same manner as a failure by the prime Contractor.
- 1105 EXEMPTIONS
- 1105.1 Prospective construction Contractors shall be exempt from submitting Affirmative Action Programs for contracts amounting to less than twenty-five thousand dollars (\$25,000.00); provided, that when a construction Contractor accumulates contracts amounting to twenty-five thousand dollars (\$25,000.00) or more within a period of twelve (12) months that Contractor shall be required to submit an Affirmative Action Program for each contract executed thereafter.
- 1105.2 Prospective non-construction Contractors shall be exempt from submitting Affirmative Action Programs for contracts amounting to less than ten thousand dollars (\$10,000.00); provided, that when a non-construction Contractor accumulates contracts amounting to ten thousand dollars (\$10,000.00) or more during a period of twelve (12) months that Contractor shall be required to submit an Affirmative Action Program for each contract executed thereafter.
- 1106 NONRESPONSIBLE CONTRACTORS
- 1106.1 If a bidder or offeror fails either to submit a complete and satisfactory Affirmative Action Program or to submit a revised Affirmative Action Program that meets the approval of the

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

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

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

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

1107 NOTICE OF COMPLIANCE

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

1108 MINIMUM STANDARDS FOR MINORITY AND FEMALE EMPLOYMENT

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

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

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

1108.4 The minimum standard for the utilization of minorities in non-construction contracts shall be twenty-five percent (25%) in each of the following nine (9) job categories:

- (a) Officials and managers;
- (b) Professionals;
- (c) Technicians;

- (d) Sales workers;
- (e) Office and clerical workers;
- (f) Craftpersons (Skilled);
- (g) Operative (Semi-skilled);
- (h) Laborers (Unskilled); and
- (i) Service workers.

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

1109 WAIVERS

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

1110 SOLICITATION OF CONTRACT

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

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

1111 PRIOR TO EXECUTION OF CONTRACT

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

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

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

- 1111.3 If the Office of Human Rights does not act within ten (10) working days after the receipt of the Affirmative Action Program sent for approval, the Contracting Agency may proceed on its own determination to execute the contract.
- 1111.4 The apparent low bidder or offeror shall submit an Affirmative Action Program within a period of time 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 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 or 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

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

1118.2 If a case in which an investigation by the Director or the Contracting Agency has shown the existence of an apparent violation of the non-discrimination provisions of the contract

required under section 1103 is not resolved by the methods specified in subsection 1117.2, the Director may issue a notice requiring the Contractor in question to show cause, within thirty (30) days, why enforcement proceedings or other appropriate action should not be initiated. The Contractor in question shall also be afforded the opportunity for a hearing before the Director.

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

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

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

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

1119 SANCTIONS

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

1119.2 Sanctions imposed by the Director may include the following:

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

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

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

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

1120 NOTIFICATIONS

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

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

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

1121 DISTRICT ASSISTED PROGRAMS

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

1199 DEFINITIONS

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

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

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

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

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

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

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

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

Subcontract – any agreement made or executed by a prime Contractor or a subcontractor where a material part of the supplies or services, including construction, covered by an agreement is being obtained for us in the performance of a contract subject to Mayor's Order No. 85-85, and any rules, regulations, and procedures issued pursuant thereto.

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

K-5

TAX CERTIFICATION AFFIDAVIT

DEPARTMENT OF FINANCE AND REVENUE
TAX CERTIFICATION AFFIDAVIT
2005

Name of Organization/Entity: _____
Address: _____

Principal Officers: _____
Name Soc. Sec. No. Title

Business Telephone: _____
Finance and Revenue Registration No.: _____
Federal Identification No.: _____
DUNS No.: _____ Contract No.: _____
Unemployment Insurance Account No.: _____

I hereby certify that:

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

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

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

The Department of Finance and Revenue also requires:

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

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

Signature of Person Authorized To Sign This Document Title

Print Name

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

Notary Public
My Commission Expires _____

K-6

BID BOND

NOTE:

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

GOVERNMENT OF THE DISTRICT OF COLUMBIA

BID BOND (See Instructions on 2 nd page)	Date Bond Executed: (Must Not be Later Than Bid Opening Date)			
PRINCIPAL (Legal Name and Address)	TYPE OF ORGANIZATION ("X")			
	<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> PARTNERSHIP	
	<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> CORPORATION	
	STATE OF INCORPORATION			
SURETY(IES) (Name(s) and Address(es))	PENAL SUM OF BOND			
	AMOUNT NOT TO EXCEED			5% OF BID
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
	BID IDENTIFICATION			
	BID OPENING DATE D.		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 Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action against any or all of us, and for all other purposes each Surety bonds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.</p> <p>THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the bid identified above. NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the receipt of the same, or, no period be specified, within ninety (90) calendar days after said receipt, and shall within the period specified therefore, or, if no period be specified, within ten (10) calendar days after being called upon to do so, furnish Performance & Payment Bonds with good and sufficient surety, as may be required, for the faithful performance and proper fulfillment of the Contract, and for the protection of all persons supplying labor and material in the prosecution of the work provided for in such Contract or, in the event of withdrawal of said bid, within the period specified, or the failure to furnish such bond within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue. Each Surety executing this bond hereby agrees that its obligation shall not be impaired by extension(s) of time for acceptance of the bid that the Principal may grant to the District, notice of which extension(s) to Surety (ies) being hereby waived: Provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.</p> <p>IN WITNESS WHEREOF, the Principal and Surety (ies) have executed this bid bond and have affixed their seals on the date set forth above.</p>				
PRINCIPAL				
1. SIGNATURE	1. ATTEST	Corporate Seal		
Seal				
Name & Title (typed)	Name & Title (typed)			
2. SIGNATURE	2. ATTEST	Corporate Seal		
Seal				
Name & Title (typed)	Name & Title (typed)			

K-7

CERTIFICATION AS TO CORPORATION

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 & Address (typed)	Name & Address (typed)		
1. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	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. Corporations 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 the 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 or 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 be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall attach hereto an adequate Power-Of-Attorney for each representative signing the bond.
4. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the 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.

K-8

**CERTIFICATE OF INDEPENDENT PRICE
DETERMINATION**

E. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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

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

K-9

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT

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

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

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

Date

Authorized Signature

K-10

**CERTIFICATION UNDER “BUY
AMERICAN ACT”**

BUY AMERICAN CERTIFICATION

The Bidder hereby certifies that each end product, except the end products listed below, is a domestic end product, and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

K-11

**CERTIFICATION AS TO TYPE OF
BUSINESS ORGANIZATION**

TYPE OF BUSINESS ORGANIZATION

The Bidder, by checking the applicable box, represents that

(1) It operates as:

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

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

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

PART V

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 SITE VISIT:

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

Donald Lamar , PH: (202) 442-3225

L.2 Not Used

L.3 POST AWARD CONFERENCE:

A post award conference with the Contractor is required. It will be scheduled within 10 calendar days after the date of contract award. The Contractor will be notified of the exact date and time by the COTR.

L.4 CONTRACT AWARD:

- A. The District reserves the right to accept/reject any/all Contract Line Items (CLIN's) in the bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- B. The District intends, but is not obligated, to award a contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid.

L.5 PREPARATION AND SUBMISSION OF QUOTES :

Bidders shall submit **one (1) signed original** plus **two (2) copies** of the bid. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the Bidder's offer shall constitute the formal contract.

Each Quotes shall be submitted in a sealed envelope conspicuously marked on the outside:

"Quote in Response to Solicitation (RFQ) No. .

- L.5.1** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.
- L.5.2** The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.

L.5.3 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation, or if the solicitation package is obtained from any source other than the District's official source listed below. Bidders shall make no changes to the requirements set forth in the solicitation.

L.6 **QUOTES SUBMISSION DATE AND TIME:** (SEE pg-1 of RFQ)

L.7 & 8: Not used

L.9 **HAND DELIVERY OR MAILING OF BIDS/QUOTES TO:** (see pg-1 of RFQ)

L.10 & 11 Not used.

L.12 **QUESTIONS ABOUT THE SOLICITATION:**

If a prospective Bidder has any questions relative to this solicitation, the prospective Bidder shall submit the questions in writing to the Contracting Officer. The prospective Bidder shall submit questions no later than five (5) calendar days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than five (5) calendar days before the date set for submission of bid. The District will furnish responses promptly to all other prospective Bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective Bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.15 **SIGNING OF BIDS/QUOTES:**

- A. The Contractor shall sign the bid and print or type its name on the bid form in the attached Bid Form Package. 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 in the absence of written instructions from the Bidder or Contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.16 **ACKNOWLEDGMENT OF AMENDMENTS:**

The Bidder shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in item 20 of page 1 (Solicitation, Offer, Award Form) of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date

and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L.17 ACCEPTABLE BID GUARANTEES:

- A. A bid guarantee in the amount of 5% of the bid price is required with bids over \$100,000.00. If a bidder fails to provide the required bid guarantee, such failure will require rejection of the bid.
- B. Types of guarantees acceptable to the District of Columbia:
 - 1. A bond provided by a surety in accordance with 27 DCMR Chapter 2708.
 - 2. A certified check or irrevocable letter of credit issued by an insured financial institution in the equivalent amount of the security; or
 - 3. United States government securities that are assigned to the District which pledge the full faith and credit of the United States.

L.18 ACCEPTANCE PERIOD:

The bidder agrees that its bid remains valid for a period of 60 calendar days from the bid opening date. However, if for administrative reasons, the District is unable to make an award within this time period, the Contracting Officer will request the Contractor and his/her surety to extend the bid bond for an additional thirty (30) days.

L. 19 Not used

L.20 LOCAL OPERATING FACILITIES:

The Contractor shall provide and maintain its own operating quarters. Such quarters shall be of sufficient size and capacity and have the necessary facilities to adequately carry out the work to be performed under the contract.

_____	_____
LOCAL ADDRESS	LOCAL TELEPHONE NUMBER/FAX
_____	_____
PAGER NUMBER	EMERGENCY NUMBER

EMERGENCY CONTACT PERSON	

L.21 TECHNICAL INFORMATION:

For technical information concerning this solicitation, please contact:

Donald Lamar (202) 442-3225

L.22 TITLE OF CORRESPONDENCE, HAND DELIVERY OR MAILING OF SOLICITATION:

All contractual correspondence must be directed to the Contracting Officer:

L.23 Not used

L.24 EXAMINATION OF BID DOCUMENTS AND SITE OF WORK:

Bidders will be held to have:

- A. Checked all measurements and visible features which would in any manner affect the work to be performed.
- B. Verified conditions at the site.

L.25 PAYMENT AND PERFORMANCE BONDS:

Article 12 Section C of the Instructions to Bidders of the Standard Contract Provisions for Construction Contracts, 1973, is amended to incorporate the provisions of the District of Columbia Procurement Practices Act of 1985, D.C. Official Code § 2-305.04(b), and 27 DCMR § 2703.3, which require payment bonds to be in an amount not less than 50% of the amount payable by the terms of the contract and performance bonds to be in an amount not less than 100% of the amount payable by the terms of the contract.

L.26 Standards of Responsibility

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 the District, 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.

SECTION M - EVALUATION PREFERENCE POINTS

**SMALL BUSINESS SET-ASIDE SOLICITATION WITH
SUBCONTRACTING SET-ASIDE (CONSTRUCTION)**

M.X Designation of Solicitation for the Small Business Set Aside Market Only

This Invitation for Bids or Request for Quotes is designated for certified small business enterprise (SBE) offerors only under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”.

An SBE must be certified as small in the procurement category of Building Construction or Repair and Installation HVAC Systems in order to be eligible to submit a bid or proposal in response to this solicitation.

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

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

M.X.1 General Preferences

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

- M.X.11 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.X.1.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.X.1.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.X.1.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.X.1.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

M.X.1.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.X.2 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

M.X.2.1 Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).

M.X.2.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

M.X.2.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

M.X.2.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

M.X.2.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

M.X.2.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.X.3 Maximum Preference Awarded

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

M.X.4 Preferences for Certified Joint Ventures

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

M.X.5 Vendor Submission for Preferences

M.X.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.X.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.X.5.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.X.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

M.X.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.X.6 Mandatory Subcontracting Requirement

M.X.6.1 At least 35% of the dollar value of this construction contract, excluding the cost of materials, goods, and supplies, shall be subcontracted to SBEs.

M.X.6.2 If there are insufficient qualified SBEs to fulfill the subcontracting requirement of the preceding paragraph, 35% of the dollar value, excluding the cost of materials, goods, and supplies, shall be subcontracted to local, small, or disadvantaged business enterprises.

M.X.6.3 For the purposes of paragraph M.X.6.1, purchases from SBEs that provide materials, goods, and supplies may apply to the 35% requirement.

M.X.6.4 For the purposes of paragraph M.X.6.2, purchases from local, small, or disadvantaged business enterprises that provide materials, goods, and supplies may apply to the 35% requirement.

M.X.7 LBE, SBE, or DBE Prime Contractor Performance Requirements

M.X.7.1 If an LBE, SBE, or DBE is selected as a prime contractor and is granted points or price reduction pursuant to the Act or is selected through a set-aside program under the Act, that LBE, SBE, or DBE prime contractor shall perform at least 35% of the contracting effort, excluding the cost of materials, goods, and supplies, with its own organization and resources and, if it subcontracts, at least 35% of the subcontracted effort, excluding the cost of materials, goods, and supplies, shall be with LBEs, SBEs, or DBEs.

M.X.7.2 If the total of the contracting effort, excluding the cost of materials, goods, and supplies, proposed to be performed by the LBE, SBE, or DBE is less than the amount required by the preceding paragraph, then the LBE, SBE, or DBE shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

M.X.8 Prime Contractor Performance Requirements Applicable to Joint Ventures

M.X.8.1 If a certified joint venture is selected as a prime contractor and is granted points or price reduction pursuant to the Act or is selected through a set-aside program under the Act, the LBE, SBE, or DBE partner of the joint venture shall perform at least 50% of the contracting effort, excluding the cost of materials, goods, and supplies, with its own organization and resources and, if the joint venture subcontracts, at least 35% of the subcontracted effort, excluding the cost of materials, goods, and supplies, shall be with LBEs, SBEs, or DBEs.

M.X.8.2 If the total of the contracting effort, excluding the cost of materials, good, and supplies, proposed to be performed by the LBE, SBE, or DBE is less than the amount required by the preceding paragraph, then the LBE, SBE, or DBE shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

M.X.9 Performance Requirement for Contracts of \$1 Million or Less

If this is a construction contract of \$1 million or less for which an LBE, SBE, or DBE is selected as prime contractor and is granted points or price reduction pursuant to the Act or is selected through a set-aside program under the Act, the LBE, SBE, or DBE prime contractor shall perform at least 50% of the on-site work with its own work force.

M.X.10 Subcontracting Plan

For any contract exceeding \$250,000 in total amount, the contractor after award shall submit, within 5 days of the contracting officer's request, a notarized statement detailing its subcontracting plan.. Each subcontracting plan shall include the following:

M.X.10.1 A description of the goods and services to be provided by the SBEs, or if insufficient qualified SBEs, then by SBEs, LBEs, or DBEs;

M.X.10.2 A statement of the dollar value, by type of business enterprise, of the bid or proposal that pertains to the subcontracts to be performed by the SBEs, or if insufficient qualified SBEs, then by the SBEs, LBEs, or DBEs;

M.X.10.3 The names and addresses of all proposed subcontractors who are SBEs, or if insufficient qualified SBEs, then who are SBEs, LBEs, or DBEs;

M.X.10.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

M.X.10.5 A description of the efforts the prime contractor will make to ensure that SBEs, or if insufficient SBEs, then SBEs, LBEs, or DBEs, will have an equitable opportunity to compete for subcontracts;

- M.X.10.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.X.10.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- M.X.10.8 List the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- M.X.10.9 A description of the prime contractor's recent effort to locate SBEs, or if insufficient SBEs, then SBEs, LBEs, or DBEs and to award subcontracts to them.
- M.X.11 **Enforcement and Penalties for Willful Breach of Subcontracting Plan**

The willful breach by a contractor of a subcontracting plan for utilization of local, small, or disadvantaged businesses in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to local, small, or disadvantaged businesses, whichever is greater, for each such breach, failure, or falsified submission.

=== END OF RFQ # 80609-407879 ===