



BID DOCUMENT

INVITATION NO. GF-2014-B-0194


AGENCY: University of the District of Columbia

PROJECT: SEAS Laboratory Renovation Project, Building 32/42

LOCATION: 4200 Connecticut Avenue, NW
Washington, DC 20008

To access our website, please go to:

- www.udc.edu
- Select About UDC
- Select Administrative
- Select Capital Procurement
- Select Business Opportunities/Capital Procurement

 SOLICITATION, OFFER AND AWARD		1. Solicitation No.: GF-2014-B-0194		2.Type: <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Negotiated (RFP)		3. Date Issued: January 15, 2014		Page 1 of 105																																														
4. Contract Number				5. Requisition/Purchase Request No.			6. <input type="checkbox"/> Open Market with set aside for SBE subcontracting (see Section M.1.6) <input checked="" type="checkbox"/> SBE Set-Aside (see Sec-B.2 & Sec-M) Mandatory 35% CBE subcontracting requirement in accordance with Section M.1.5 & M.1.6																																															
7. Issued By: University of the District of Columbia Capital Procurements Division 4200 Connecticut Avenue, NW Building 38, Room C04 Washington, DC 20008					8. Address Offer To: University of the District of Columbia Capital Procurements Division 4200 Connecticut Avenue, NW Building 38, Room C04 Washington, DC 20008																																																	
9. For information contact:		A. Name: Michiko Gadson		B. Telephone (No collect calls)			C. E-mail Address																																															
				(Area Code) 202	(Number) 274-5191	(Ext)	mgadson@udc.edu																																															
IMPORTANT - The "offer" section of this form must be fully completed by offeror.																																																						
SOLICITATION																																																						
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"																																																						
10. Sealed offers in "original" plus <u>2</u> copies to perform the work required will be received at the place specified in item 8, or if hand carried, to the bid counter located at address shown in item 8 until 2:00 PM local time on, January 30, 2014.																																																						
					(Hour)		(Date)																																															
11. The University requires performance of the work described in strict accordance with the following:																																																						
<table border="0"> <thead> <tr> <th>Description</th> <th>Section</th> <th>Pages</th> </tr> </thead> <tbody> <tr> <td>• Solicitation/Offer/Award Form</td> <td>--- Section – A,</td> <td>pages: 1-3</td> </tr> <tr> <td>• Schedule for Construction, Alterations, Repair, Price</td> <td>--- Section – B,</td> <td>pages: 4-5</td> </tr> <tr> <td>• Scope/University Specifications/Drawings</td> <td>--- Section – C,</td> <td>pages: 6-7</td> </tr> <tr> <td>• Packaging and Markings</td> <td>--- Section – D,</td> <td>page: 8</td> </tr> <tr> <td>• Inspection and Acceptance</td> <td>--- Section – E,</td> <td>page: 9</td> </tr> <tr> <td>• Deliveries and Performances</td> <td>--- Section – F,</td> <td>page: 10</td> </tr> <tr> <td>• Contract Administration Data</td> <td>--- Section – G,</td> <td>pages: 11-50</td> </tr> <tr> <td>• Special Contract Requirements</td> <td>--- Section – H,</td> <td>pages: 51-58</td> </tr> <tr> <td>• Contract Clauses</td> <td>--- Section – I,</td> <td>pages: 59-75</td> </tr> <tr> <td>• List of Attachments</td> <td>--- Section – J,</td> <td>page: 76</td> </tr> <tr> <td>• Representations, Certifications and other statements Of Bidders</td> <td>--- Section – K,</td> <td>pages: 77-88</td> </tr> <tr> <td>• Instructions, Conditions and other Notices to Bidder</td> <td>--- Section – L,</td> <td>pages: 89-97</td> </tr> <tr> <td>• Evaluation Factors for Award</td> <td>--- Section – M,</td> <td>pages: 98-102</td> </tr> <tr> <td>• The Standard Contract Provisions For Use With Specifications for University Government Construction Projects, dated March 2011.</td> <td></td> <td></td> </tr> </tbody> </table>										Description	Section	Pages	• Solicitation/Offer/Award Form	--- Section – A,	pages: 1-3	• Schedule for Construction, Alterations, Repair, Price	--- Section – B,	pages: 4-5	• Scope/University Specifications/Drawings	--- Section – C,	pages: 6-7	• Packaging and Markings	--- Section – D,	page: 8	• Inspection and Acceptance	--- Section – E,	page: 9	• Deliveries and Performances	--- Section – F,	page: 10	• Contract Administration Data	--- Section – G,	pages: 11-50	• Special Contract Requirements	--- Section – H,	pages: 51-58	• Contract Clauses	--- Section – I,	pages: 59-75	• List of Attachments	--- Section – J,	page: 76	• Representations, Certifications and other statements Of Bidders	--- Section – K,	pages: 77-88	• Instructions, Conditions and other Notices to Bidder	--- Section – L,	pages: 89-97	• Evaluation Factors for Award	--- Section – M,	pages: 98-102	• The Standard Contract Provisions For Use With Specifications for University Government Construction Projects, dated March 2011.		
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12. The Contractor shall begin performance and complete all the work within <u>220</u> calendar days from the date specified in the written <input type="checkbox"/> Award <input checked="" type="checkbox"/> NTP This performance period is <input checked="" type="checkbox"/> Mandatory <input type="checkbox"/> Negotiable																																																						
13. The Contractor must furnish the required performance and payment bonds. <input checked="" type="checkbox"/> yes, within ten (10) calendar days after receiving the Notice of Intent to Award <input type="checkbox"/> no																																																						
14. Additional Solicitation Considerations A. All bids are subject to the work requirements, provisions and clauses incorporated in this solicitation in full text or by reference B. A BID GUARANTEE <input checked="" type="checkbox"/> is required <input type="checkbox"/> is not required																																																						
Government of the University Procurement					Office of Contracting and Procurement																																																	

STANDARD FORM A - Dated May 2001

OFFER (Must be fully completed by offeror)									
15. Name, Company Name and Address of Offeror (with zip code)				16. Telephone No. ()			18. Remittance Address (if different than item 15).		
				17. E-mail address					
19. The offeror agrees to perform the work required at the prices specified herein and according to the BID SCHEDULE (Section B) and in strict accordance with the terms of this solicitation, if this offer is accepted by the University in writing within 90 calendar days after the date offers are due.									
20. The offeror agrees to furnish any required performance and payment bonds.									
21. ACKNOWLEDGEMENT OF AMENDMENTS									
The offeror acknowledges receipt of amendments to the solicitation (number and date each) See Section L.11									
Amendment Number									
Date									
22. Name and Title of person authorized to sign offer (Type or Print)				22A. Signature				22B. Offer	
AWARD (To be completed by the University)									
23. Amount				24. Accounting and Appropriation data					
25. PAYMENT WILL BE MADE BY: Office of the Chief Financial Officer 4200 Connecticut Avenue, NW Washington, D.C. 20008				26. Submit invoices as instructed in Section G of this solicitation (Contract Administration Data)					
CO WILL COMPLETE ITEM 27 OR 28 AS APPLICABLE									
27. [] NEGOTIATED AGREEMENT (The Contractor is required to sign this document and return__ copies to the issuing office). The Contractor agrees to furnish and deliver all items or perform all work requirements for the consideration stated in this contract. The rights and obligations of the parties of this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications and specifications incorporated by reference in or attached to this contract.					28. [] AWARD (The Contractor is not required to sign this document). Your offer on this solicitation is hereby accepted. This award consummates the contract which consists of (a) the solicitation and your offer, and (b) this contract award. No further contractual document is necessary.				
29. Name and Title of Contractor or Person Authorized to Sign (Type or Print)					30. Name of CO (Type or Print) Sherry Jones-Quashie, Contracting Officer				
29A. Signature			29B. Date		30A. Signature			30B. Date	

PART I

SECTION B: SCHEDULE FOR CONSTRUCTION, ALTERATIONS, REPAIRS PRICE

B.1 The University of the District of Columbia is seeking a Contractor to provide all labor, materials, equipment and supervision for the SEAS Laboratory Renovation Project, Building 32/42 in accordance with the terms and conditions herein.

B.2 Designation of Solicitation for the Certified Business Enterprise Set-Aside Market Only

This Invitation for Bids is designated for Certified Business Enterprise (CBE) bidders only under the provisions of the “Small, Local, and Disadvantaged Business Enterprise and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act).

A CBE must be certified in the procurement category of Construction Services (NIGP: **909-00-00**, general, including maintenance and repair services) in order to be eligible to submit a bid in response to this solicitation.

B.3 The University contemplates award of a firm fixed-price contract. The estimated price range for this requirement is between \$500,000.00 - \$8,600,000.00.

B.4 The Contractor must bid lump sum firm fixed price for the following Contract Line Item Number (CLIN) as described below.

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>LUMP SUM PRICE</u>
	<i>SEAS Laboratory Renovation Project, Building 32/42</i> as shown in the Drawings and Specifications of this solicitation package.	\$ _____

LUMP SUM PRICE IN WORDS

B.5 PRICE BREAKDOWN FORM

The bidder must complete this breakdown of prices and submit it with its bid. In case of any discrepancy in the total bid price entered here and the lump sum price in B.4, Section-B.5 shall govern.

DIVISION NO. *	DESCRIPTION	TOTAL PRICE BREAKDOWN
Div. 01	General Requirements (see General Conditions Below)	\$
Div. 02	Demolition & Removals (Non-Hazardous Waste Disposal)	\$
Div. 03	Concrete	\$
Div. 04	Masonry	\$
Div. 06	Wood, Plastic, & Composites	\$
Div. 07	Thermal and Moisture Protection	\$
Div. 08	Wood and Windows	\$
Div. 09	Finishes	\$
Div. 10	Specialties	\$
Div. 11	Equipment (including Phasing)	\$
Div. 12	Furnishings (including Casework)	\$
Div. 21	Fire Suppression	\$
Div. 22	Plumbing	\$
Div. 23	Heating, Ventilating & Air Conditioning	\$
Div. 26	Electrical	\$
Div. 27	Communications	\$
Div. 28	Electronic Safety and Security	\$
Allowance	Division: 11 SEAS Specialty Equipment	\$ 300,000.00
Allowance	Division: 13 Hazardous Waste Disposal	\$ 300,000.00
Lump Sum Bid Price	Lump Sum Bid Price (copy from CLIN 0001, Section-B.4, Part-I of IFB)	\$

PART I

SECTION C – SCOPE/UNIVERSITY SPECIFICATIONSS/DRAWINGS

C.1 SCOPE:

The University of the District of Columbia (University) is seeking a Contractor to provide all labor, materials, equipment and supervision for the SEAS Laboratory Renovation Project, Building 32/42, in accordance with the University’s Specifications and Drawings titled “University of the District of Columbia Building SEAS Laboratory Renovation Project, Building 32/42” located at Van Ness Campus, 4200 Connecticut Avenue, NW Washington, DC 20008, and the Government of the District Standard Contract Provisions For Use With Specifications for District Construction Projects, dated March 2011, and any amendments thereto incorporated herein as **Attachment J.1.4.**

C.2 UNIVERSITY SPECIFICATIONS:

University Specifications titled “the SEAS Laboratory Renovation Project, Building 32/42 at the University of the District of Columbia” are incorporated herein as **Attachment J.1.1.**

C.3 DRAWINGS:

The Contractor shall perform the work in accordance with the drawings listed below and included herein as **Attachment J.1.2** that are stamped, initialed and dated:

NOTE: *The specifications (J.1.1) and Drawings (J.1.2) for SEAS Laboratory Renovation Project, Building 32/42 can be purchased for \$400.00 payable by Company check or money order to DC Treasurer and can be picked up from The University of the District of Columbia, Capital Procurement Division, 4200 Connecticut Avenue, NW, Building 38, Room C04, Washington, DC 20008.*

DRAWING NO.	DRAWING TITLE
GENERAL	
G000	COVERSHEET
G001	ABBR, SHEET INDEX, NOTES & SYMBOLS
G002	WALL TYPE SCHEDULE & CODE SUMMARY
G006	LIFE SAFETY/OCCUPANCY
G007	LIFE SAFETY/OCCUPANCY
G008	LIFE SAFETY/OCCUPANCY
G009	FIRE SAFING DETAILS
G012	CONSTRUCTION SEQUENCING
G013	CONSTRUCTION SEQUENCING
G014	CONSTRUCTION SEQUENCING
ARCHITECTURE DEMOLITION	
AD-101	OVERALL DEMOLITION PLANS
AD-102	OVERALL DEMOLITION PLANS
AD-103	OVERALL DEMOLITION PLANS
AD-111	DEMO PLAN -LEVEL C
AD-112	DEMO PLAN - LEVEL A, 1, 2 & ROOF
AD-200	OVERALL DEMOLITION RCPS
AD-201	OVERALL DEMOLITION RCPS
ARCHITECTURAL	
A-100	OVERALL PLANS - NEW WORK
A-101	OVERALL PLANS - NEW WORK
A-102	OVERALL PLANS - NEW WORK
A-110	LEVEL C - PART PLANS
A-111	LEVEL A, 1 & 2-PART PLANS
A-112	ENLARGED PLANS & INTERIOR ELEVATIONS
A-113	INTERIOR ELEVATIONS
A-200	OVERALL REFLECTED CEILING PLAN-NEW WORK
A-201	OVERALL REFLECTED CEILING PLAN-NEW WORK
A-210	RCP - LEVEL C - PART 1
A-211	RCP - LEVEL C - PART 2
A-212	RCP - LEVEL C - PART 3
A-215	RCP - LEVEL A
A-216	RCP - LEVEL 1 & 2
A-500	DOOR SCHEDULE & DETAILS
A-600	MISCELLANEOUS DETAILS
A-700	FINISH SCHEDULE
A-701	FINISH SCHEDULE
A-702	FINISH PLANS - LEVEL A, 1 & 2

A-800	FEE SCHEDULE
A-801	FEE PLANS - LEVEL C
A-802	FEE PLANS - LEVEL C
A-803	FEE PLANS - LEVEL A, 1 & 2
A-900	SIGNAGE SCHEDULE AND DETAILS
A-901	SIGNAGE PLANS LEVEL C
A-902	SIGNAGE PLANS LEVEL A, 1 & 2
LAB CONSULTANT	
Q-001	GENERAL NOTES, LEGENDS, AND CASEWORK TYPES
Q-100	LEVEL C & LEVEL A LAB KEY PLAN
Q-101	LEVEL 1 LAB KEY PLAN
Q-200	ENLARGED LEVEL C - LAB PLAN
Q-201	ENLARGED LEVEL C - LAB PLAN
Q-202	ENLARGED LEVEL C - LAB PLAN
Q-203	ENLARGED LEVEL A - LAB PLAN
Q-204	ENLARGED LEVEL 1 - LAB PLAN
Q-400	ELEVATIONS
Q-401	ELEVATIONS
Q-402	ELEVATIONS
Q-500	CASEWORK TYPES AND DETAILS
Q-600	SPECIALTY EQUIPMENT SCHEDULE
Q-601	SPECIALTY EQUIPMENT SCHEDULE
Q-900	3D REFERENCE VIEWS
MECHANICAL	
M001	GENERAL NOTES, ABBREVIATIONS & SYMBOLS
M101	LEVEL C PART PLAN 32 - DEMOLITION
M102	LEVEL C PART PLAN 42 - DEMOLITION
M103	LEVEL C PART PLAN 32 - NEW WORK
M104	LEVEL C PART PLAN 42 - NEW WORK
M105	LEVELS A & 1 - PART PLANS - DEMOLITION
M106	LEVELS A & 1 - PART PLANS - NEW WORK
M107	ROOF PLAN - DEMOLITION
M108	ROOF PLAN - NEW WORK
M201	MECHANICAL ROOM PART PLANS - NEW WORK
M401	DETAILS
M402	DETAILS
M403	DETAILS
M501	SCHEDULES

MECHANICAL CONTROLS	
MC501	MECHANICAL CONTROLS
MC502	MECHANICAL CONTROLS
PLUMBING	
P001	GENERAL NOTES, ABBREVIATIONS & SYMBOLS
P101	LEVEL C - PART PLAN 32 - DEMOLITION
P102A	LEVEL C - PART PLAN 42 - DEMOLITION
P102B	LEVEL C - PART PLAN 42 - DEMOLITION
P103	LEVEL C - PART PLAN 32 - NEW WORK
P104	LEVEL C - PART PLAN 42 - NEW WORK
P105	LEVELS A & 1 - PART PLANS DEMOLITION
P106	LEVELS A & 1 - PART PLANS NEW WORK
P301	SANITARY RISER DIAGRAMS
P302	SANITARY RISER DIAGRAMS
P303	LABORATORY GAS AND WATER RISER DIAGRAM
P401	DETAILS
P501	SCHEDULES
ELECTRICAL	
E001	GENERAL NOTES, ABBREVIATIONS & SYMBOLS
E101	LEVEL C - PART PLAN 32 - LIGHTING - DEMOLITION
E102	LEVEL C - PART PLAN 42 - LIGHTING - DEMOLITION
E103	LEVEL C - PART PLAN 32 - LIGHTING - NEW WORK
E104	LEVEL C - PART PLAN 42 - LIGHTING - NEW WORK
E105	LEVEL C - PART PLAN 32 - POWER - DEMOLITION
E106	LEVEL C - PART PLAN 42 - POWER - DEMOLITION
E107	LEVEL C - PART PLAN 32 - POWER - NEW WORK
E108	LEVEL C - PART PLAN 42 - POWER - NEW WORK
E109	LEVELS A& 1 - PART PLANS - LIGHTING - DEMOLITION
E110	LEVELS A& 1 - PART PLANS - LIGHTING - NEW WORK
E111	LEVELS A& 1 - PART PLANS - POWER - DEMOLITION
E112	LEVELS A& 1 - PART PLANS - POWER - NEW WORK
E301	POWER RISER DIAGRAM - DEMOLITION
E302	POWER RISER DIAGRAM - NEW WORK
E303	SINGLE LINE DIAGRAM
E401	DETAILS
E402	DETAILS
E501	LAB EQUIPMENT SCHEDULE
E502	MECHANICAL DISCONNECT SCHEDULE
E503	LIGHT FIXTURE SCHEDULE
E504	PANEL SCHEDULES

E505	PANEL SCHEDULES
E506	PANEL SCHEDULES
E507	PANEL SCHEDULES
FIRE ALARM DRAWINGS	
FA001	GENERAL NOTES, ABBREVIATIONS & SYMBOLS
FA101	LEVEL C - PART PLAN 32 - POWER - DEMOLITION
FA102	LEVEL C - PART PLAN 42 - POWER - DEMOLITION
FA103	LEVEL C - PART PLAN 32 - POWER - NEW WORK
FA104	LEVEL C - PART PLAN 42 - POWER - NEW WORK
FA105	LEVELS A& 1 - PART PLANS - DEMOLITION
FA106	LEVELS A& 1 - PART PLANS - NEW WORK
FA301	FIRE ALARM RISER DIAGRAM & INSTALLATION DETAILS
FIRE PROTECTION DRAWINGS	
FP001	GENERAL NOTES, ABBREVIATIONS & SYMBOLS
FP101	LEVEL C - PART PLAN 32 - NEW WORK
FP102	LEVEL C - PART PLAN 42 - NEW WORK
FP103	LEVELS A& 1 - PART PLANS - NEW WORK
FP301	SPRINKLER RISER DIAGRAM AND INSTALLATION DETAILS
TECHNOLOGY	
T-000	TECHNOLOGH GENERAL NOTES
T-101	TECHNOLOGY LEVEL C & LEVEL A
T-102	TECHNOLOGY LEVEL 1 & LEVEL 2
T-103	TECHNOLOGY ENLARED PLANS LECVEL C
T-104	TECHNOLOGY ENLARED PLANS LECVEL A, 1 & 2
T-900	TECHNOLOGY ROOMS AND RACK DETAILS
T-901	TECHNOLOGY FACEPLATE, CONDUIT & AV DETAILS
	ACCESS CONTROL & INTRUSION DETECTION SYSTEM DETAILS
T-902	CCTV SYSTEM DETAILS
T-903	CCTV SYSTEM DETAILS

PART I

SECTION D: PACKAGING AND MARKING

D.1 MATERIAL DELIVERY, HANDLING AND STORAGE:

- D.1.1** 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.
- D.1.2** 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 University, that shall include, but not limited to:
 - D.1.2.1** Minimum exposure to weather during delivery.
 - D.1.2.2** Storage off ground in dry, well-ventilated spaces.
 - D.1.2.3** Covering, as necessary, for adequate protection from soiling and wetting.
- D.1.3** The Contractor shall provide storage methods that will facilitate inspection and testing before and during the use as follows:
 - D.1.3.1** Space for storage of materials and equipment will be approved by the District's Inspector (see Paragraph G.22).
 - D.1.3.2** The Contractor shall not occupy more space at the site than is absolutely necessary for proper execution of the work.

PART I

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 General Provisions of the Standard Contract Provisions For Use With Specifications for District Government Construction Projects, dated March 2011, incorporated herein as **Attachment J.1.4**.

In addition, the acceptance criteria for different parts of the work, described in other sections of this IFB and the University's Specifications (**Attachment J.1.1**) shall apply.

E.2 PARTIAL ACCEPTANCE:

E.2.1 The Contract Administrator (CA) may, at his/her option, accept part of the work under the contract in writing prior to the CA's final acceptance of all the work under the contract, when the CA considers it beneficial to the University.

E.2.2 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:

E.3.1 The Contractor shall give the CA written notice at least fourteen (14) days in advance of date on which the 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. The Contractor shall conduct two inspections. An inspection shall be conducted after the installation of structural steel and security glass. And an inspection shall be conducted after the dismantling of the stands.

E.3.2 The Contractor, CA and District Inspector shall jointly prepare a Punch List of deficiencies found on final inspection that does not prevent the building or area(s) within the building from being occupied. The Contractor shall correct the deficiencies within (14) days after the building or area(s) within the building has been occupied and submit to the CA a report of the corrections as a condition of final acceptance.

PART I

SECTION F - DELIVERIES OR PERFORMANCE

F.1 TIME OF COMPLETION:

The Contractor shall commence work on the date specified in the written Notice to Proceed (NTP) signed and issued by the Contracting Officer (CO) and shall start and complete all the work within one hundred eighty (220) calendar days from the Notice to Proceed.

F.2 DELIVERABLES:

F.2.1 The Contractor shall prepare and submit to the CA, as a deliverable, the Summary of Progress Payment Breakdown Form, Progress Payment Request Form and Schedule of Values Form. (Refer to G.4.3.1).

F.2.2 The Contractor shall submit to the CA a complete list of all samples, catalogue cuts and shop drawings within 10 days of Notice to Proceed (NTP). (Refer to H.5).

F.2.3 The Contractor shall submit all the schedules and reports for approval to the CA. (Refer to G.15).

F.2.4 Prior to final acceptance of the project, the Contractor shall submit to the CA three (3) copies of operation manuals or instruction manuals for each piece of equipment, mechanical or electrical system. (Refer to G.20).

F.2.5 The Contractor shall submit to the University, as a deliverable, the report described in section G.37.5 of this contract that is required by the 51% District Residents New Hires Requirement and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid. (Refer to G.38).

F.2.6 After final inspection, the Contractor shall provide a punch list and report of corrections as specified in Section E.3.2.

PART I

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT:

G.1.1 The University will make progress payments (refer to G.4) to the Contractor, upon the submission of proper invoices, based on the approved Critical Path Method (CPM) schedule as described in Section G.4.1.2 of this document, only for the percentage of work or services actually performed or completed during the subject period and accepted by the University, less any discounts, allowances or adjustments provided for in this contract.

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

G.2 INVOICE SUBMITTAL:

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in triplicate and submitted to the CA specified in Section G.9 below.

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

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

G.2.2.2 Contract number, section two (2) and encumbrance number, section twenty-four (24) of the Solicitation Cover sheet. Assignment of an invoice number by the Contractor is also recommended;

G.2.2.3 Description, amount of payment requested, quantity, and the dates of the work performed based on the approved CPM schedule;

G.2.2.4 Other supporting documentation or information, as required by the CO;

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

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

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

G.2.2.8 Authorized signature.

G.3 RESERVED:

G.4 METHOD OF PAYMENT:

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

G.4.1.1 The portion of the service provided by the Contractor is accepted by the University;

G.4.1.2 The work on the specific contract activity as identified in the approved CPM Schedule, for which the progress payment is requested, is 100 % complete;

G.4.1.3 The Contractor submits the invoice as describe in G.2 for the progress payment.

G.4.2 The CA will furnish to the Contractor, the following forms:

G.4.2.1 Capital Construction Payment Request for Work Performed Summary Sheet;

G.4.2.2 Capital Construction Progress Payment Request Form for work performed;

G.4.3 The Contractor shall prepare and deliver to the CA for approval:

G.4.3.1 Original and a copy of completed Payment Request for Work Performed Summary Sheet along with Schedule of Values (to be a summary of all cost loaded DCS activities plus detailed General Condition costs [see Section G.15]) within fourteen (14) days after issuance of written NTP and prior to submission of first progress payment request. This detailed estimate of costs shall include a breakdown of costs for all items of work that will be performed under the contract with total amount equal to the lump sum bid price under Section B.4.

a. General Conditions to include but not limited to:

- i. scheduled value for Project Manager, Superintendent, Foremen and other project personnel
- ii. scheduled value for Site Protection (Watchperson) per Contract Administration Data G.17.4.1 for contract duration
- iii. scheduled value for the Inspector's Office per Special Contract Requirement for contract duration
- iv. scheduled value for Contractor's project site trailer
- v. scheduled value for As-Built drawings per Special Contract Requirement G.36
- vi. scheduled value for all required Photographs per Special Contract Requirement G.31
- vii. scheduled value for all DCRA trade permits, WASA, DDOT, Certificate of Occupancy and project related
- viii. Mobilization scheduled value shall be set at \$23,000 plus ½% of contract total which equals \$55,180. Payment for mobilization will be paid in two (2)
- ix. installments. The first payment of \$27,590 will be made following mobilization and initiation of construction work. The second and final payment will be made after twenty percent (20%) of contract work is complete.
- x. scheduled value for Demobilization, specifically:

1. site clean-up
 2. trailer removal
 3. disconnection of temporary utilities
 4. Building construction clean-up
- xi. scheduled value for CPM Baseline Schedule payment in lump sum and required monthly updates
- xii. scheduled value for all temporary utility services.

G.4.3.2 Original and a copy of the signed (by the authorized representative of the Contractor) Progress Payment Request Form on or before the twenty-fifth (25th) day of each month during progress of the work. The CA will direct the progress payment to be made based on the actual work performed based on the CA's approval of the Schedule of Values. This approval will include only those fractions of work which have been completed and duly accepted by CA. CA's acceptance signature on the form is mandatory.

G.4.3.3 Copy of the Schedule of Values pre-approved by the CA with invoice.

G.4.4 Materials and equipment payments:

G.4.4.1 The Contractor may receive progress payment 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 CA. 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 CA.

G.4.4.2 The Contractor may receive progress payment for 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:

G.4.4.2.1 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 CA and is consigned to the District 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 CA. (Refer to G.4.4.2)

G.4.4.2.2 A valid invoice or bill of sale indicating the unit quantity, description of the material or equipment and its costs as defined in Sections G.4.1 and G.4.2.

G.4.4.2.3 A certificate of insurance of a bonded warehouse, in the event the materials/equipment is stored off-site.

G.4.5 Before approval of the CPM schedule, the University may make two (2) initial monthly payments under this contract for the work performed during the first sixty (60) days

following the NTP, following the CA's partial acceptance of the work in writing in accordance with Paragraph E.2. In the event that the University elects to proceed in this manner, the following shall apply:

G.4.5.1 The University will not make any additional payments until the final CPM schedule is approved by CA.

G.4.5.2 The University will not make progress payments for all other activities until the final CPM schedule is approved and distributed by the CA.

G.4.6 The CA will use the CPM Schedule approved and updated as provided in subsection G.15 as the basis upon which to estimate successive progress payments to be made.

G.5 **ASSIGNMENTS:**

G.5.1 The Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

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

G.5.3 Notwithstanding an assignment of 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 **THE QUICK PAYMENT CLAUSE:**

G.6.1 Interest Penalties to Contractors

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

G.6.1.1 the 3rd day after the required payment date for meat or a meat product;

G.6.1.2 the 5th day after the required payment date for an agricultural commodity; or

G.6.1.3 the 15th day after the required payment date for any other item.

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

G.6.2 Payments to Subcontractors

- G.6.2.1** The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the University for work performed by any subcontractor under a contract:
- G.6.2.1.1** Pay the subcontractor for the proportionate share of the total payment received from the University that is attributable to the subcontractor for work performed under the contract; or
- G.6.2.1.2** Notify the University and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
- G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:
- G.6.2.2.1** the 3rd day after the required payment date for meat or a meat product;
- G.6.2.2.2** the 5th day after the required payment date for an agricultural commodity; or
- G.6.2.2.3** the 15th day after the required payment date for any other item.
- G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.6.2.4** *A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the University is a party. The University shall not be interpleaded in any judicial or administrative proceeding involving such a dispute.*

G.6.3 Flow Down Requirement for Subcontracts

“Contractor shall include in each subcontract a provision that requires the subcontractor to include in its contracts with any subcontractor or suppliers the payment and interest clauses required under paragraphs (1) and (2) of DC Official Code §2-221.02(d).”

G.7 CONTRACTING OFFICER (CO):

In accordance with 8 DCMR 3001 contracts may be entered into and signed on behalf of the University only by the CO. The address and telephone number of the CO is:

*Sherry Jones-Quashie, Director
Capital Procurement Division
4200 Connecticut Avenue, NW
Washington, DC 20008
202- 274-5752
sjones-quashie@udc.edu*

G.8 AUTHORIZED CHANGES BY THE CO:

G.8.1 In accordance with Article 3 of the Standard Contract Provisions For Use With Specifications for District Government Construction Projects, March 2011, the CO is the only person authorized to approve changes to any of the requirements of the contract

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

G.9 CONTRACT ADMINISTRATOR (CA)

G.9.1 The CA is responsible for the technical administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. In addition, the CA 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 CO.

The CA for this contract is:

*Alan Walsh
Office of the Vice President for Real Estate, Facilities & Public Safety
4200 Connecticut Avenue, NW
Washington, DC 20008*

G.9.2 *It is fully understood and agreed by the Contractor that the CA shall not have any authority to make changes in the University specifications/scope of work, price or terms and conditions of the contract.*

G.9.3 *Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the CO, and may be denied compensation or other relief for any additional work performed that is not authorized by the CO in writing. In addition, Contractor may also be required at no additional cost to the University, to take all corrective action necessitated by reason of the unauthorized changes.*

G.10 STOPPAGE OF WORK:

If the Contractor fails to abide by any, or all, of the provisions of the contract, the CO reserves the right, by written notification to the Contractor, 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, and the CO notifies the Contractor in writing that work may resume. Stoppage of all part

of the work by the CO pursuant to this Section G.10 notwithstanding, the University 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 Projects, (March 2011).

G.11 SUBCONTRACTS:

G.11.1 Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Government of the District of Columbia.

G.11.1.1 The divisions or sections of the University Specifications are not intended to control the Contractor in dividing the work among the subcontractors or to limit the work performed by any trade.

G.11.1.2 The Contractor shall be as fully responsible to the University 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.

G.11.1.3 The Contractor shall coordinate the trades, subcontractor and material persons engaged upon his work.

G.11.1.4 The Contractor shall, without additional expense to the University, utilize the services of specialty subcontractor for those parts of the work which the Contract specifies are to be performed by specialty subcontractors.

G.11.1.5 *The University will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.*

G.11.2 The Contractor shall not subcontract any portion of the contract except with the prior written consent of the CO, 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) for 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:

G.11.2.1 Subcontractors name, address, telephone number, and Federal Social Security Number used on the Employers Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

G.11.2.2 Estimated dollar amount of the subcontract.

G.11.2.3 Estimated starting and completion dates of the subcontract.

G.11.2.4 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 CO. Copies of these forms are available upon request from the CA.

G.11.3 Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the University 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 University, the Contractor shall remain liable to the University for all Contractor's work and services required hereunder.

G.12 USE OF PREMISES:

G.12.1 If the Contractor considers it necessary to perform any work after the regular working hours on Saturdays, Sundays or legal holidays, the Contractor shall perform this work without any additional expense to the University.

G.12.2 The Contractor shall use only such entrances to the work area as designated by the CA.

G.12.3 Once the installation work is started, the Contractor shall complete the work as rapidly as possible and without unnecessary delay.

G.12.4 The Contractor shall occupy only such portions of the premises as required for proper execution of the contract.

G.12.5 The Contractor shall perform all the work in such a manner as to cause minimum annoyance or noises and disturbances to occupants of adjacent premises and interference with normal traffic.

G.12.6 The Contractor shall keep gates locked to maintain security into work area dictated by the existing job conditions of such nature as to prevent:

G.12.6.1 Entry of work areas by unauthorized persons;

G.12.6.2 Removal of Government property and supplies.

G.12.7 The Contractor shall not load or permit the loading of any part of any structure to such an extent as to endanger its safety.

G.13 PATENTS:

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

G.14 SAFETY PRECAUTIONS:

- G.14.1** The Contractor shall perform all site, plant and construction work in strict accordance with the Safety Standards of the District 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 § 32-1101 et seq. and 1-620.01 et seq.
 - G.14.1.1** 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.
 - G.14.1.2** Operators of explosive-actuated tools shall have a training certificate, as required by the Safety Code, in their possession.
 - G.14.1.3** The Contractor shall be responsible for providing and installing adequate temporary shoring or bracing for all walls, slabs and like constructions until such items attain their design, strength, and stability.
- G.14.2** The Government, its officers, agents, servants, and employees shall not be held liable for any property damages or physical harm resulting from inadequate protection.
- G.14.3** Prior to execution of shoring and/or bracing, the Contractor shall submit details and calculations for shoring and/or bracing designs for the CA's review and concurrence.
- G.14.4** The Contractor shall exercise special precautions to prevent use of or access to the Contractor's materials, equipment or tools and entry into the Contractor's work areas by non-authorized personnel.
 - G.14.4.1** 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.
 - G.14.4.2** The Contractor shall remove each kettle as soon as its use is complete.
- G.14.5** The Contractor shall chute or hoist to the ground any and all the materials being removed from the roof areas or any upper floor.
- G.14.6** The Contractor shall not permit any live wires to be left exposed and unguarded, including open panel boards.
- G.14.7** The Contractor shall cover all open trenches during hours when work is not being executed, as required for protection of the public.

G.15 PROGRESS SCHEDULE:

G.15.1 PART I GENERAL

G.15.1.1 SECTION INCLUDES

- G.15.1.1.2** Administrative and procedural requirements for schedules and reports required for proper performance of Work.

G.15.2 Summary of Work:

G.15.2.1 Ensure timely execution of Work using critical path method schedule, because timely Contractor performance is essential to this contract.

G.15.2.2 Allow University to monitor Contractor's Contract Schedule continuously and cooperate so that University may audit Contractor's management of Contract Schedule via comparison by University to copy of approved Contract Schedule under University's control.

G.15.2.3 Use approved Contract Schedule for management of entire Work and make no change, modification, or updating of logic and/or durations in Contract Schedule without prior written concurrence from University.

G.15.3 Purpose of this Specification:

G.15.3.1 Assure adequate planning, scheduling, and reporting during execution of Work so it may be executed in orderly and expeditious manner within specified time constraints.

G.15.3.2 Assure coordination of Contractor's self-performed work with work of:

G.15.3.2.1 All of elements of Contractor's organization, including subcontractors,

G.15.3.2.2 Between subcontractors and vendors at all tiers,

G.15.3.2.3 University personnel and University consultants and

G.15.3.2.4 Separate Contractors.

G.15.3.2.5 Assist in processing of payments to Contractor.

G.15.3.2.6 Assist Contractor and University in monitoring progress of Work.

G.15.3.2.7 Assist Contractor and University in evaluating impact of proposed changes to Work, if any. Coordinate such evaluation with applicable requirements of any change order Section that is part of this Contract.

G.15.3.2.8 Assist in detecting problems for purpose of taking timely and effective corrective actions, to provide mechanism for monitoring effect of such corrective actions and to make adjustments in such corrective actions as necessary to ensure timely execution of Work.

G.15.3.2.9 Assure approved Contract Schedule is used to manage entire Work.

G.15.4 Standard Software:

- G.15.4.1** Utilize Primavera Project Planner (P3), or approved equivalent. Equivalent scheduling software must be approved before project schedule is developed and submitted.
- G.15.4.2** Set adjustable settings, including those pertaining to float calculation and progress/logic override, in accordance with University's instructions, which shall require most conservative available settings. Settings will be given in writing by the University seven (7) days after Notice to Proceed.

G.15.5 RELATED SECTIONS:

- G.15.5.1** Other Section H Specification Sections including, but not limited to, following:
 - G.15.5.1.2** Payment Procedures: Submittal of Schedule of Values.
 - G.15.5.1.3** Specification Section 01330 - Submittal Procedures: Submittal of Submittal Schedule.

G.15.6 DEFINITIONS:

- G.15.6.1** Milestones: Milestones listed in Contract Documents represent only major items of work or interface dates. Milestones: Considered essential to satisfactory performance of this Contract and to coordination of work on Project. Indicate Milestones in Contract Schedule as zero duration activities with "Finish-No-Later-Than" dates. Milestones represent latest allowable completion durations, measured from Contract's initial University-issued Notice to Proceed (NTP). Unless specifically excepted by Change Order, alternates, or options if any and if exercised by University, shall be performed by Contractor within durations set out below. Coordinate application of following Milestones with contents of this specification and Work.
- G.15.6.2** Contract Schedule: Document that controls Contractor's timely execution of Work. It is initially defined by number of Work Days listed in Contract Documents for completion of each Milestone and for completion (in calendar days) of Work, until University approves Detailed CPM Schedule (DCS). Upon acceptance by University of DCS, DCS becomes Contract Schedule. Upon approval by University of mutually agreed change orders that amend DCS, most current such approved amended version of DCS becomes Contract Schedule.
- G.15.6.3** Work Days: Defined as days in calendar during period of Work performance, excluding Saturdays, Sundays and legally-mandated federal employee holidays (which apply to area in which Work is performed). Federal Holidays: New Years Day, Martin Luther King's Birthday, President's Day, Emancipation Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. If holiday falls on Saturday, preceding Friday is taken as holiday, and if holiday falls on Sunday, following Monday is taken as holiday. Work Days: Considered fully available for Contractor to perform work indicated

in pertinent activities in Contract Schedule, unless, upon Contractor request, authorized University's representative:

- G.15.6.3.1** Contemporaneously annotates Contractor's daily report with acknowledgement that day reported upon was unavailable to Contractor for excusable causes, such as unusual severe weather or immitigable effects thereof,
- G.15.6.3.2** Identifies specific activities by number so affected, and Identifies extent of such impact for each affected activity (i.e. percentage reduction of crew or equipment effectiveness and/or progress).
- G.15.6.4** Data Date: Last Work Day of each month, for months between NTP and Acceptance, in accordance with schedule update requirements of this specification.
- G.15.6.5** Extended Overhead Cost: Cost incurred by Contractor in event Contract Time is extended beyond completion date set for entire Work, and District caused time extension is sole-and-controlling cause of such extension. Only costs incurred by Contractor on project work site are eligible to be classified as Extended Overhead Costs, and only if Contractor satisfies pertinent requirements set out in this specification. Such Costs: Limited to direct daily costs associated with temporary facilities on project site and supervision assigned full-time to Project site. Actual or alleged off-site costs associated with time extensions shall be deemed fully compensated by percentage mark-ups in Change Order Section that is part of this Contract, if any, or as negotiated between parties.
- G.15.6.6** Work: Entirety of work to be performed by Contractor under this Contract.
- G.15.6.7** Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - G.15.6.7.1** Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 - G.15.6.7.2** Predecessor Activity: An activity that precedes another activity in the network.
 - G.15.6.7.3** Successor Activity: An activity that follows another activity in the network.
- G.15.6.8** Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Architect.
- G.15.6.9** CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

- G.15.6.10** Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- G.15.6.11** Event: The starting or ending point of an activity.
- G.15.6.12** Float: The measure of leeway in starting and completing an activity.
 - G.15.6.12.1** Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - G.15.6.12.2** Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - G.15.6.12.3** Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G.15.6.13** Fragment: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- G.15.6.14** Major Area: A story of construction, a separate building, or a similar significant construction element.
- G.15.6.15** Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.
- G.15.6.16** Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.
- G.15.6.17** GC Evaluation form: The GC evaluations will be conducted by the CA at each indicated construction completion stage. The evaluation forms will be utilized by the CA to determine the performance of the Contractor including, but not limited to, any decision to release partial retention. The GC evaluation forms will also serve as "Past Performance" reference material on the Contractor for future work sought by the Contractor with District and the University.

G.15.7 SUBMITTAL PROCEDURES:

- G.15.7.1** Coordination: Coordinate preparation and processing of schedules and reports with performance of other construction activities. Coordinate (Contractor to coordinate) within seven (7) calendar days of NTP, a scheduling meeting between the University, general Contractor, and all scheduling consultant(s)/responsible parties to review all baseline schedule requirements and/or University's clarifications prior to start of scheduling.

G.15.8 SUBMITTALS:

- G.15.8.1** Detailed CPM Schedule (DCS): Submit to University within 21 calendar days following NTP five (5) hard copies and CD-ROMs including scheduling file of detailed time-scaled precedence format network graphics and reports of proposed DCS containing following:

 - G.15.8.1.1** Narrative of Contractor's proposed methodology, including proposed general sequencing plan.
 - G.15.8.1.2** Activity number, description, duration, cost loading, resource loading, coding structure and total float for each activity.
 - G.15.8.1.3** Sequence of operations for Work and order and interdependencies of Work activities. Indicate major points of interface or interrelation of such activities with activities of University and/or other Contractors.
 - G.15.8.1.4** Conformance with and identification of Milestone durations and/or dates specified.
 - G.15.8.1.5** Delivery of University-furnished material and/or equipment, if applicable.
 - G.15.8.1.6** Critical path (or paths).
- G.15.8.2** Special Constraints: Minimize special constraints and add none during execution of Work without University's express approval. Clearly identify and explain proposed special constraints including:

 - G.15.8.2.1** Finish-to-finish, start-to-start, start-to-finish, and finish-to-start leads and lags.
 - G.15.8.2.2** Starts-on, starts-no-earlier, finishes-on and finishes-no-earlier date constraints.
 - G.15.8.2.3** Special calendars, beyond approved standard five day and seven day calendars.
 - G.15.8.2.4** Resource caps.
- G.15.8.3** Duration and Cost Limits: The Contractor is to ensure that level of detail of Contractor's DCS is function of complexity of work involved. Ensure that activities have duration of not more than fifteen (15) Work Days and have value less than \$10,000.00, unless University expressly authorizes exception. In assessing proposed exceptions, University will take into account special attributes of Work, such as long-lead equipment with extended engineering, fabrication and delivery schedules.
- G.15.8.4** Key Items Procurement Report required during construction phase for "key" (major equipment and materials and long-lead (over eight weeks, from order placement to delivery)) items fabricated or supplied for Work. Include in

DCS activities for submittal, submittals review, fabrication, in-plant testing, shipment and delivery, field installation, field testing, functional performance testing, acceptance and O&M manuals for key items.

G.15.8.5 Schedule reports indicating activity numbers, description, estimated duration in Work Days, early start and finish dates, late start and finish dates, total and free float available for each and every activity and responsibility code for each activity.

G.15.8.6 Cost reports including following activity information, sorted by labor category:

G.15.8.6.1 Activity number and appropriate description.

G.15.8.6.2 Total cost proposed for each activity.

G.15.8.6.3 Computer-produced cash-flow analysis and graphics generated by both early start and late start activity dates.

G.15.8.6.4 Details of Each Calendar. Base schedule on standard workweek consisting of five - 8-hour days (Monday through Friday), subject to Government holidays described above. Contractor may propose working outside of normal work hours, including multiple shifts, working holidays and weekends, and other non-standard calendars, provided Contractor obtains University approval minimum of five work days in advance of proposed occurrence of work outside of normal hours. Contractor's Schedule Calendars: Indicate Government holidays as non-working days, unless University expressly approves otherwise.

G.15.8.8 Activity Details: Incorporate following elements and requirements in proposed DCS:

G.15.8.8.1 Use clear and concise activity descriptions, designed to ensure that beginning and end of each activity shall be readily observable and verifiable during execution of Work.

G.15.8.8.2 Restrict each activity to single performing organization including Contractor self-performing work organization(s), subcontractors, manufacturers, fabricators, and time-sensitive suppliers. Involve such performing organizations in University's Contract Schedule and secure their individual and collective express commitment to satisfy requirements of Contract Schedule proposed by Contractor to University. Cause said commitment from said performing organizations to be represented in form of signed acceptance by such parties, included with DCS submittal.

G.15.8.8.3 Code activities in DCS that are University responsibility to execute as University responsibility activities. Include such activities as review and acceptance of documentation (including DCS schedule), submittals, issuance of NTP's and other University activities. Allow adequate duration for University review activities and as noted in other sections of Contract,

but never less than seven working days unless University expressly approves otherwise.

G.15.8.8.4 In addition to identification of responsible organization, each activity shall have codes identifying areas of work. Ensure that areas of work are planned and scheduled in DCS in manageable increments. Code such increments and assign code to each activity.

G.15.8.8.5 Distribute Contract Price over activities (cost loading). Mobilization, bond and insurance costs may be indicated separately on individual activities; however, prorate other general requirement costs, such as overhead and profit, throughout activities. Divide each activity's cost loading into each of labor, material, and equipment where Contractor desires to receive payment for uninstalled material delivered to project site separate from labor and/or equipment expenditure on activities concerned.

G.15.8.8.6 Activities for each of permits, notices, tests and inspections for pertinent activities and phases. Include review and approval activities that are the responsibility of the "Owner".

G.15.8.8.7 Build schedule to reflect incremental completion of project (by floor/by area/by systems/equipment). Include appropriate time for Contractor and University for inspection of incomplete and/or deficient work (IDW) lists, as well as correction and verification of IDW. Include time for re-inspection and re-correction where appropriate.

G.15.8.8.8 Submittals, in coordination with level of detail indicated in key items procurement report.

G.15.8.9 SUBMITTALS SCHEDULE:

G.15.8.9.1 Submit schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

G.15.8.9.2 Coordinate Submittals Schedule with list of subcontracts, Schedule of Values, and Contractor's Construction Schedule.

G.15.8.9.3 Submittal: Submit concurrently with CPM schedule. At Contractor's option, show submittals on CPM Schedule, instead of tabulating them separately.

G.15.8.9.4 Submittals Schedule: Submit three (3) copies of schedule. Arrange the following information in a tabular format:

G.15.8.9.4.1 Scheduled date for first submittal.

G.15.8.9.4.2 Specification Section number and title.

- G.15.8.9.4.3** Submittal category (action or informational).
- G.15.8.9.4.4** Name of subcontractor.
- G.15.8.9.4.5** Description of the Work covered.
- G.15.8.9.4.6** Scheduled date for Architect's and Construction Manager's final release or approval.

G.15.8.10 Acceptance of DCS:

- G.15.8.10.1** University's acceptance of Contractor's DCS is condition precedent to progress payments to Contractor.
- G.15.8.10.2** Upon University's acceptance of cost-loaded values, use such values as sole basis for determining progress payments.
- G.15.8.10.3** University's acceptance of proposed DCS signifies only that University's summary review of DCS leads University to believe that Contractor has met general requirements of this specification pertaining to DCS format and content. Acceptance by University of DCS does not relieve Contractor of any of its responsibility whatsoever for accuracy or feasibility of Contractor's plan for execution of Work, or to perform Work within specified time constraints. Such acceptance does not expressly or impliedly warrant, acknowledge or admit reasonableness of activities, logic, durations, manpower, cost or equipment loading of Contractor's proposed or accepted Contract Schedule.
- G.15.8.10.4** University's acceptance in no way makes University or its representative's insurers of success of Contractor's time performance or liable for time or cost overruns flowing from shortcomings of Contractor-authored Contract Schedule. University disclaims and Contractor waives any University obligation or liability by reason of University's active or passive acceptance of or acquiescence to Contractor's schedule submissions.
- G.15.8.10.5** Should Contractor fail to properly define any element of Work, activity or logic and University review does not detect this omission or error, such omission or error, when discovered by Contractor or University, shall be corrected by Contractor before next monthly schedule update and shall not be cause for delay of completion of Work within specified time constraints. Contractor acknowledges that University is not required or otherwise obligated to discover errors or omissions in Contractor's proposed Contract Schedule.

G.15.9 QUALITY ASSURANCE

- G.15.9.1** Scheduling Consultant Qualifications: Experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of University's request.

G.15.10 COORDINATION

- G.15.10.1** Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate Contractors.
- G.15.10.2** Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
- G.15.10.3** Secure time commitments for performing critical elements of the Work from parties involved.
- G.15.10.4** Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

G.15.11 FLOAT TIME

- G.15.11.1** Float Time: Not for exclusive benefit of either Contractor or University. Manage work according to early start dates, by commencing activities on early start date (calculated by latest approved Contract Schedule) or earlier if possible, unless constrained by bona fide resource limitation. University may reserve and apportion float time according to needs of Project. Actual or projected University-caused delays that do not exceed available float time shall not have any effect upon Contractor's adherence to specified time constraints and shall not be basis for time extension or additional compensation.
- G.15.11.2** Contractor Acknowledges that:
 - G.15.11.2.1** Activity delays shall not automatically result in adjustment of specified time constraints,
 - G.15.11.2.2** Change Order (modification or amendment of contract) or other University action or inaction may not affect existing critical activities or cause non-critical activities to become critical,
 - G.15.11.2.3** Change Order or delay may result in only consuming part of available total float that may exist within activity chain of network, thereby not causing any effect on specified time constraints.
- G.15.11.3** Pursuant to above float sharing requirements, use of float released by elimination of float suppression techniques such as preferential sequencing, special lead/lag logic restraints, unreasonably extended activity durations, or

imposed dates shall be distributed by University to benefit of University and Contractor.

G.15.11.4 In event Contractor wishes to complete Work earlier than time specified therefore:

G.15.11.4.1 Continue to calculate float based on Work completion date specified as of Contract execution, by maintaining specified Work completion date as "finish-no-later-than" constraint.

G.15.11.4.2 Completion Time for Work: Not amended by University's approval of, acceptance of or acquiescence to Contractor's proposed earlier completion date.

G.15.11.4.3 Contractor: Not receive additional compensation for direct, general, administrative or other forms of overhead costs, for period between time of earlier completion proposed by Contractor and completion time for work specified as of NTP.

G.15.12 UPDATES:

G.15.12.1 Update Contract Schedule every two weeks and in coordination with Contractor's requests for progress payments.

G.15.12.2 On working day (designated data date) approximately five working days preceding time designated for monthly payment, meet with University for purpose of reviewing Contractor's report of actual progress. Submit Contractor's up-to-date and accurate progress data as of Data Date.

G.15.12.3 Submit monthly computer reports, CD-ROM of DCS software file, and network graphics that reflect progress of Work with respect to both cost and time, in accordance with requirements of initial Contractor-proposed DCS. Adjust selection and sort sequence, format and content of reports as directed by University.

G.15.12.4 Contractor acknowledges that updating Contract Schedule to reflect actual progress made as of date of update is not modification to Contract Schedule's Milestone requirements.

G.15.12.5 Submit progress report indicating activities (and portions of activities by percentage) completed during reporting period, actual start dates for those activities currently in progress, actual finish dates for those activities which were completed since last update, and progress along and deviations from critical path in terms of days ahead or days behind each individual Milestone date.

G.15.12.6 Submit narrative report which includes description of status of schedule, problem areas if any, current and anticipated delaying factors and their known and/or forecast impact, and explanation of corrective actions taken and planned.

- G.15.12.7** Submit list of actual number of personnel (or man-hours) by discipline by working day by activity actually engaged on Work during reporting period, with such total stated separately as to on-site office (project work location), administrative management personnel and on-site supervisory personnel.
- G.15.12.8** Submit two updated copies of network. First Copy: Updated version of Contract Schedule, excluding Contractor-proposed changes. Second Copy: Updated version of Contract Schedule, including Contractor-proposed changes. Submit with second copy list of proposed modifications, additions, deletions and changes in activity logic and/or durations to approved Contract Schedule, including time-recovery steps and actions required by "Responsibility for Completion" provisions of this specification. Include written justification for each such proposal.
- G.15.12.9** If, as result of monthly update, it appears Contract Schedule no longer represents actual prosecution and progress of Work, submit revision to Contract Schedule. Include proposed adjustments in activity durations, logic changes, and resource usage or cost loading. Any negative float indicated in Contractor's proposed updates must be presented to University by Contractor with bona fide Contractor-authored plan for elimination of such negative float.
- G.15.12.10** University will respond in writing to each schedule update. University's response may include questions and/or requests for revisions. Respond in writing within seven calendar days, answering questions, and either agreeing with University's proposed revisions and submitting modified update, or setting forth justification why such revisions should not be implemented. If Contractor's justification for not implementing revision is acceptable, in University's sole judgment, such revision will be waived. If University does not accept Contractor's justification, incorporate University-directed revisions into Contract Schedule, and execute work accordingly.

G.15.13 PROGRESS PAYMENTS:

- G.15.13.1** Contractor's submission and acceptance by University of monthly progress updates and reports calculating value of work done for any given pay period for each activity based on percentage complete for that activity less amount previously paid for past percentages complete and percent of retainage (if applicable) shall precede University's processing of payment to Contractor. Contractor: Entitled to progress payments only as set out in cost reports directly derived from Contractor's updated Contract Schedule, approved by University in form and content. If, in judgment of University, Contractor fails to provide full and complete Contract Schedule update as specified herein, Contractor shall be deemed to have not provided required information upon which progress payments may be made.
- G.15.13.2** Monthly Progress Payments: Based upon information provided in Contractor's monthly schedule update. Computer-produced cost report, derived from updated DCS, will be utilized by University for calculation of

amounts due Contractor. DCS resources pertaining to payment for materials shall govern payment of materials fully incorporated into Work. In event

Contractor wishes to be paid for items stored on project work site but not incorporated in Work, or for items stored offsite, comply with procedures for such payment established by University.

G.15.14 REQUESTED TIME ADJUSTMENT SCHEDULE (RTAS)

- G.15.14.1** Updated Contract Schedule submitted by Contractor shall not indicate completion date later than specified time constraints, subject to time extensions approved by University. If Contractor believes it is entitled to time extension, submit to University, within deadlines set out herein and with each contemporaneous monthly update, separate schedule analysis entitled Requested Time Adjustment Schedule (RTAS). Indicate, in said analysis, in addition to requirements of General Conditions, proposed adjustments in Contract Schedule which, in opinion of Contractor, should be made due to changes, delays or conditions occurring during past month or previously, or which are expected or contended by Contractor. Time-scale said analysis utilizing computer generated and computer drawn network. This paragraph shall not relieve Contractor of its obligation to provide proper and timely separate written notice of impacts to schedule. Contractor acknowledges that its preparation of RTASs is not extra work to Contract and preparation by Contractor of RTASs shall not be cause for Contractor to receive any additional time for performance of Work or additional compensation.
- G.15.14.2** Subject to float sharing requirements defined herein, time extensions will be granted only to extent of equitable and mutually acceptable time adjustments to activity or activities affected by Change Order(s), or where delay consumes total (positive or zero) float of critical activity (or path) and extends Milestone dates, using approved update of Contract Schedule that is current as of issue of University's written request for Contractor proposal connected with potential Change Order or other University-accountability potential schedule effect.
- G.15.14.3** Submit RTAS within 20 calendar days after initiation of thing(s) or event(s) which Contractor contends may lead to potential University-accountability delay in performance of Work, or from time of University's issuance of written request for Contractor proposal connected with potential change order (or documents of like effect), even if such issuance precedes notice to proceed for change order(s) concerned, whichever is later. Other University-caused potential impacts of any category shall be considered to have been initiated upon written initial University direction connected therewith, including direction provided through duly minuted meetings.
- G.15.14.4** Within 14 calendar days following submittal by Contractor to University of RTAS, in proper format and including specified content, District will meet with Contractor to review submittal. Revise and resubmit RTAS within three working days of such meeting, adjusting RTAS to consider issues raised by University in above meeting. University will respond with written

decision within seven calendar days following Contractor resubmittal of RTAS. Upon approval, copy of RTAS signed by University will be returned to Contractor and thereafter incorporated into Contract via Change Order. Incorporate results of each approved RTAS in update of Contract Schedule that immediately follows such approval.

G.15.14.5 Contractor waives its right to submit requests for time extension and to receive time extension unless it meets above requirements for RTASs. Contractor waives any claim for acceleration due to refusal by University to grant time extensions should Contractor fail to comply with submission and justification requirements described herein for RTASs. Contractor's submission of RTASs shall not constitute basis for adjustment in specified time constraints unless approved by University. Actively pursue timely completion of activities pending such approval.

G.15.15 RESPONSIBILITY FOR COMPLETION

G.15.15.1 Provide sufficient forces, offices, materials, facilities, plant and equipment, to ensure prosecution of Work in accordance with most current approved Contract Schedule update. Upon University's written advice that Contractor is behind schedule, as result of inexcusable causes, immediately remediate such time loss by increasing hours of work, number of shifts, overtime operations and/or amount of plant and equipment, without additional cost to University. Contractor acknowledges that such remedial action by Contractor is not compensable acceleration of performance of Work. Provisions of this paragraph shall not be construed as prohibiting work on Saturdays, Sundays, and holidays, if Contractor so elects and gives written notice to University two (2) working days in advance of it.

G.15.16 REPORTS

G.15.16.1 Daily Construction Reports: Prepare daily construction report and submit on internet-based Contract Project Management software. Submit daily construction report by noon of following workday. Required information concerning events at site includes, but is not limited to, following:

G.15.16.1.2 List of subcontractors at site.

G.15.16.1.3 Approximate count of personnel at site.

G.15.16.1.4 High and low temperatures, general weather conditions.

G.15.16.1.5 Accidents.

G.15.16.1.6 Meetings and significant decisions.

G.15.16.1.7 Unusual events (refer to special reports).

G.15.16.1.8 Stoppages, delays, shortages, and losses.

- G.15.16.1.9** Meter readings and similar recordings.
 - G.15.16.1.10** Emergency procedures.
 - G.15.16.1.11** Orders and requests of governing authorities.
 - G.15.16.1.12** Change Orders received, implemented.
 - G.15.16.1.13** Minor changes received and implemented.
 - G.15.16.1.14** Services connected, disconnected.
 - G.15.16.1.15** Equipment or system tests and startups.
 - G.15.16.1.16** Partial Completions, occupancies.
 - G.15.16.1.17** All non-construction (those that are not general Contractor or subcontractor employees) visitors at the site.
 - G.15.16.1.18** Completions authorized.
- G.15.16.2** Field Correction Reports: When need to take corrective action that requires departure from Contract Documents arises, prepare detailed report. Include statement describing problem and recommended changes. Indicate reasons Contract Documents cannot be followed. Submit copy to CA immediately. Proposed changes will be reviewed and accepted or rejected by CA prior to implementation. If rejected, propose alternate change following same procedure.
- G.15.16.3** Special Reports:
- G.15.16.3.1** General: Submit special reports directly to CA within one (1) day of reported occurrence. Submit copies to other parties affected by occurrence.
 - G.15.16.3.2** Reporting Unusual Events: When event of unusual and significant nature occurs at site, prepare and submit special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects and similar pertinent information. Advise CA in advance when such events are known or predictable.
 - G.15.16.3.3** Submittal of reports is condition precedent to issuance and payment of subsequent Applications for Payment.

G.16 GUARANTEE OF WORK:

G.16.1 The Contractor guarantees, for a period of one (1) year after date of acceptance for occupancy as established in the University'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 CA and without cost to the University.

G.16.2 In any case where in fulfilling the requirements of the contract or any guarantee, embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition comparable to its original condition and guarantee such restored work to the same extent as it was guaranteed under such other contracts.

G.16.3 Upon the Contractor's failure to proceed promptly to comply with the terms of any guarantee under the contract or still running upon work originally executed by other Contractors, the University may (1) either have such work performed as the CO 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 University the sum estimated by the CO 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.

G.16.4 Special guarantee: The Contractor shall provide written guarantees for work performed under the resultant contract from installation and receipt.

G.16.4.1 Guarantee buried tanks for five (5) years against deterioration to the point of failure and against structural failure due to improper installation procedures.

G.16.4.2 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.

G.16.4.3 Secure guarantee of built-up roof and flashing systems for ten (10) years by the manufacturer of the roofing material.

G.16.5 All special guarantees that are stipulated in the specifications or other paper forming a part of the contract shall be subject to the terms of this paragraph insofar as they do not conflict with the provisions containing references to guarantees in the specifications or such other papers. In case of any conflict, the special guarantee shall take precedence.

G.17 PROTECTION:

G.17.1 The Contractor shall protect existing public and private property including but not limited to sidewalks, pavements, landscaping, from damage using methods approved by CA 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 CA in accordance with standards of the agency having jurisdiction over

the damaged property. The CA will not permit grouting of cracks in sidewalks and driveways. The Contractor shall replace cracked slabs.

G.17.2 The Contractor shall be responsible for personal injury to workmen and the public and shall indemnify and hold the University harmless for any such injuries that are incurred during the performance of this contract.

G.17.3 Nothing contained in the drawings and UNIVERSITY Specifications for installation of fences, barricades or site protection shall be interpreted as making the University a party to, liable for, or relieving the Contractor of:

G.17.3.1 The Contractor's responsibility for materials delivered and work performed until completion and final acceptance;

G.17.3.2 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

G.17.3.3 The Contractor's responsibility to protect existing public and private property.

G.17.4 Lights:

G.17.4.1 Illumination of the worksite during non-daylight hours is required of the Contractor at the Contractor's expense.

G.18 **UNDERGROUND SERVICES:**

G.18.1 ACTIVE: The University has made its best efforts to show all active services on the contract drawings and specifications. However, the University gives no assurance that there are no other active services in areas in which work is to be performed. If during execution of work, other active services are encountered that necessitate changes in drawings or specifications, the Contractor shall make the required adjustments. The costs for these adjustments shall be at the University's expense.

G.18.2 INACTIVE OR ABANDONED: If, during execution of work, the Contractor encounters inactive or abandoned services not shown or specified, the Contractor shall notify the CO as set forth in Article 4 of the Standard Contract Provisions.

G.19 **EXISTING CONDITIONS:**

G.19.1 The Contractor shall verify by actual measurement existing work required to connect with work now in place before the Contractor commences actual work at the site. The Contractor shall ensure that new work in extension of existing work shall correspond in all respects with that to which it connects unless otherwise indicated or specified.

G.19.2 The Contractor shall cut, alter, remove or temporarily remove and replace existing work as necessary for the performance of the work to be done. The Contractor shall restore work remaining in place that is damaged or defaced by reason of work done under this contract to a condition satisfactory to the CA.

G.20 OPERATION AND MAINTENANCE INSTRUCTIONS:

- G.20.1** Prior to final acceptance of the project, the Contractor shall submit to the CA three (3) copies of operation manuals or instruction manuals for each piece of equipment, mechanical or electrical system.
- G.20.2** Manuals shall show all controls (switches and valves) and give instructions on functions of each.
- G.20.3** Manuals shall give proper operating, reading or tolerances for all gauges and other control indicating devices.
- G.20.4** 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.
- G.20.5** 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.
- G.20.6** 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.

G.21 EROSION AND POLLUTION CONTROL:

- G.21.1** The Contractor shall provide erosion control facilities as approved and as required for fulfilling the requirements of Health Regulations of the University.
- G.21.2** The Contractor shall take such measures, as determined to be adequate in the opinion of the CO, which will prevent soil erosion from the site in question.
- G.21.3** The Contractor shall conduct all operations in such a manner as to prevent when possible and otherwise minimize the contamination of watercourses by sediment bearing materials or other pollutants.
- G.21.4** The Contractor shall maintain effective erosion control for the duration of any suspension of all or a portion of the construction operation.

G.22 GOVERNMENT INSPECTORS:

- G.22.1** The Contractor shall perform work under the general direction of the CA and is subject to inspection by his/her appointed Inspector to ensure strict compliance with the terms of the contract. Neither the CA nor an Inspector is authorized to change any provision of the contract documents without written authorization of the CO.
- G.22.2** The Contractor shall not be relieved from compliance with material and workmanship requirements of the contract by the presence of or absence of an Inspector.

G.23 DRAWINGS AND UNIVERSITY SPECIFICATIONS:

G.23.1 Pursuant to Article 2 of the General Provisions, Standard Contract Provisions for Construction Projects, the general character and scope of the work are illustrated by the specifications and drawings listed in Section C, Paragraph C.3, included herein as **Attachments J.1.1 and J.1.2**. Any additional detail drawings and other information deemed necessary by the CO will be furnished to the Contractor when and as required by the work.

G.23.2 In case of differences between small and large-scale drawings, the large-scale drawings shall govern.

G.23.3 Where on any of the drawings, a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to those portions indicated in the outline.

G.23.4 Where similar work occurs in the drawings, the Contractor shall interpret the same in its general sense and not as meaning identical. The Contractor shall work out all the details in relation to their location and their connection with other parts of the work.

G.23.5 In case of differences between the schedules and small or large scale drawings, the schedules shall govern.

G.23.6 In cases of differences between the specifications and standards, and in cases of differences between drawings and the specifications, the specifications shall govern.

G.24 REFERENCE TO CODES AND REGULATIONS:

G.24.1 Where the University codes and regulations and other codes and regulations are referred to in these specifications, they are minimum requirements.

G.24.2 Where the requirements of these specifications exceed the referred requirements of the codes and regulations, these specifications shall govern.

G.24.3 Requirements of codes and regulations shall include revisions, amendments and supplements thereto in effect on the closing date of the Invitation For Bids (IFB). The IFB will be amended to conform it to such code and regulation changes that occur after the closing date.

G.25 SINGULAR OR PLURAL NUMBERS:

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

G.26 ENGINEERING AND LAYOUT SERVICES:

G.26.1 The Contractor shall provide competent engineering services to execute the work in accordance with the contract requirements. The Contractor shall verify the figures shown on the drawings before undertaking any construction work and shall be responsible for the accuracy of the finished work.

G.26.2 The University has made its best efforts to establish such general reference points as will enable the Contractor to proceed with the work. It is the Contractor's responsibility to visit the site and familiarize themselves with the site conditions before submitting his bid.

G.26.3 The Contractor shall make no change in locations without the written approval of the CO.

G.27 BUILDING LINES AND BATTER BOARDS:

G.27.1 Prior to commencing construction, the Contractor shall obtain a plat of computations from the D.C. Surveyor's Office to ascertain official reference points from which the property survey can be made.

G.27.1.1 The Contractor shall establish and have platted on site, all building lines, building restriction lines and property lines shown on drawings, utilizing the service of a registered professional surveyor regularly engaged in such practice.

G.27.1.2 The Contractor shall also establish critical grade and boundaries for construction of facilities where distance measurements are important, utilizing the service of a registered professional surveyor.

G.27.1.3 Within ten (10) working days of receiving the plat of computations, the Contractor shall submit to the CA two (2) copies of plat showing such lines and grades with a registered professional surveyor's certification of their correctness.

G.28 WALL CHECK:

G.28.1 After foundations are in place and walls have been defined, but before additional construction and work is effected, the Contractor shall cause a wall check to be made by the same registered professional surveyor who established the building lines and property lines.

G.28.2 The Contractor shall obtain certification by the D.C. Surveyor's Office of the location of the foundation walls by submitting his registered professional surveyor's certification prior to proceeding with construction.

G.29 INTERFERENCE:

(Mechanical Equipment, Piping, Ducts and Electric Conduits)

G.29.1 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.

G.29.1.1 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 University.

- G.29.1.2** 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 to the satisfaction of the CA.

G.30 CONTRACT DOCUMENTS FURNISHED:

- G.30.1** The University will furnish to the Contractor, at no additional cost, two (2) sets of drawings and specifications. The Contractor shall reproduce or otherwise obtain all contract documents in excess of the numbers stated above, which may be required by him. The Contractor shall use these reproducibles as the basis of the as-built drawings required under G.36.
- G.30.2** Contract documents to be furnished by the University may be obtained, upon twenty-four (24) hours advance notice, from:

*Alex J. Garrett
Facilities and Real Estate Division
4200 Connecticut Avenue, NW
Washington, DC 20008*

G.31 PHOTOGRAPHS:

- G.31.1 Site Condition Photographs:** Prior to start of construction work, the Contractor shall provide a minimum of five (5) site condition photographs for exterior pre-construction work site. The location of photographs shall be as directed by the CA. Photographs shall conform to requirements specified below.
- G.31.2 Progress Photographs:** The Contractor by the 15th day of each month shall submit progress photographs of the site at each work area. The requirements for such photographs are as follows:
 - G.31.2.1** Size approximately 8 x 10 ½ inches.
 - G.31.2.2** Taken as directed by the CA.
 - G.31.2.3** All photographs shall have an extension (title margin) of approximately ¾ inch clear paper at bottom of the 10 ½ inch side, with the following information printed or typed thereon:
 - G.31.2.3.1** Name of project and Contractor;
 - G.31.2.3.2** Location of photographs in relation to project;
 - G.31.2.3.3** Subject matter shown on photographs identified;
 - G.31.2.3.4** Dates taken; and
 - G.31.2.3.5** Serial numbers.

G.31.2.4 Glossy finish, mounted on linen. Provide a 1 inch wide binding margin on the left side.

G.31.2.5 Number of photographs in each submission:

G.31.2.5.1 Prior to starting work, three (3) (in addition to site condition photographs).

G.31.2.5.2 All other submissions shall be a minimum of four (4).

G.31.2.6 Submitted to the CA each month.

G.31.3 Finished Project Photographs: After building has been constructed, site cleaned up and project is ready for acceptance by the University, the Contractor shall furnish to the CA two (2) prints each of four (4) photographs, plus the negatives, as follows:

G.31.3.1 One perspective view of project.

G.31.3.2 Three (3) photographs of areas designated by representatives of the CA.

G.31.3.3 Photographs shall be 8 x 10 ½ inch size, with the following information printed in back:

G.31.3.3.1 Name of project; and

G.31.3.3.2 View shown on photograph.

G.31.4 Should the number of photographs provided be other than that specified above, the CO shall issue a change order adjusting the contract amount in accordance with Article 3 of the Standard Contract Provisions.

G.31.5 All photographs shall be taken by a professional photographer on a minimum 4 x 5 inch negative size and all enlargements shall be clear and with the proper contrast.

G.31.6 The Contractor may submit photographs by taking photos using digital cameras that provide the same degree of clarity and proper contrast. However, all the submittals shall be in the same aforementioned format, except in lieu of submitting the negatives, the Contractor shall submit the photos on the disks.

G.32 **ADD TO ARTICLE 3, CHANGES, OF THE STANDARD CONTRACT PROVISIONS, GENERAL PROVISIONS SECTION, THE FOLLOWING SECTION E, EQUITABLE ADJUSTMENTS:**

G.32.1 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.

G.32.2 Unless provided in the contract, the following procedure shall be used:

- G.32.2.1** 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.
- G.32.2.2** If the parties fail to agree upon an equitable adjustment prior to the time the proposed change affects the contract work, or if the CO determines it is not feasible to reach an agreement regarding an equitable adjustment, either due to lack of time or other reasons, the CO 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.
- G.32.3** Equitable adjustments shall be determined in the following manner, unless stated in the contract.
- G.32.3.1** Whenever a change is proposed or directed, the Contractor shall submit a proposal or breakdown within thirty (30) days of its receipt of the change, and the proposal will be acted upon promptly by the CO.
- G.32.3.2** Price Adjustments
- G.32.3.2.1** 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.
- G.32.3.2.2** Where basis of equitable adjustments is the actual cost incurred in performing changed work, the Contractor shall furnish the University 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).
- G.32.3.2.3** The Contractor shall furnish substantiation of fringe benefits, workmen compensation, FICA, DUTA, FUTA and State unemployment taxes at the request of the University.
- G.32.3.2.4** 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 (University Unemployment) taxes:

	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

G.32.3.2.5 When a change consists of both added work and deleted work, the applicable percentage shall be applied to the net cost or credit.

G.32.3.2.6 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.

G.32.3.3 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.

G.32.3.4 The changes in the contract period of performance, if any, resulting from change order work will be calculated in the following manner:

G.32.3.4.1 New durations for work activities effected 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.

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.

G.32.4.3 In case of delays due to strikes, documentation shall include evidence of when and what trades struck, with reasons for the strike, prompt submittal of notice when the strike was ended and the date thereof, analysis of the effect of the strike on the completion of the contract work.

G.32.4.4 In case of delays due to unusually severe weather, documentation shall include daily temperature and precipitation records for each period of delay involved and explanation of delaying effect, including number of days that the construction activities on the current critical path at the time were actually delayed, including any extended impact, beyond the normal anticipated days of delay due to the weather conditions.

G.32.5 **COST AND PRICING DATA** (applicable to a Change Order or Modification) :

G.32.5.1 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.

G.32.5.2 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.

G.32.5.3 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.

G.32.5.4 The following specific information should be included as cost or pricing data, as applicable:

G.32.5.4.1 Vendor quotations;

G.32.5.4.2 Nonrecurring costs;

- G.32.5.4.3 Information on changes in production methods or purchasing volume;
- G.32.5.4.4 Data supporting projections of business prospects and objectives and related operations costs;
- G.32.5.4.5 Unit cost trends such as those associated with labor efficiency;
- G.32.5.4.6 Make or buy decisions;
- G.32.5.4.7 Estimated resources to attain business goals;
- G.32.5.4.8 Information on management decisions that could have a significant bearing on costs.

G.32.5.5 If the Contractor is required to submit cost or pricing data in connection with pricing any change order or modification of this contract, the CO or representatives of the CO 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:

- G.32.5.5.1 final payment under the contract;
- G.32.5.5.2 final termination settlement; or
- G.32.5.5.3 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.

G.33 SCAFFOLDING:

- G.33.1 The Contractor shall erect adequate scaffolds as required to perform the work in accordance with the Safety Code of the DC Minimum Wage and Industrial Safety Board and so that the work may be inspected by CA.
- G.33.2 The Contractor shall not erect scaffolds until required to be ready for use.
- G.33.3 The CA will inspect the work upon the Contractor's advising of completion of contract requirements, and the Contractor shall promptly remove the scaffolding upon acceptance of the work.
- G.33.4 Wherever possible, the Contractor shall use swinging scaffolds for exterior work under this contract.
- G.33.5 Where swinging scaffolds are not practicable, the Contractor will be permitted to use other types of scaffolds provided:

G.33.5.1 The Contractor shall prepare a list of areas and give the types of scaffold(s) he will use for each area.

G.33.5.2 The list shall be submitted not later than ten (10) calendar days after the contract is awarded.

G.34 EXISTING EQUIPMENT REMAINING IN USE:

G.34.1 During the contract term, University personnel will maintain any existing equipment that remains temporarily operational.

G.34.2 The Contractor shall coordinate with the CA the time for removal of equipment in order to permit the University to salvage components for use on equipment remaining in use.

G.35 RESERVED:

G.36 AS-BUILT DRAWINGS:

G.36.1 General: The Contractor shall, upon completion of all work under this contract, prepare and furnish to the CA, as specified herein, as-built drawings. The as-built drawings shall be a record of the construction as installed and completed by the Contractor. They shall include all the information shown on the contract set of drawings, and all deviations, modifications, or changes from those drawings, however minor, which were incorporated in the work, including all additional work not appearing on the contract drawings, and all changes which are made after any final inspection of the contract work. In the event the Contractor accomplished additional work which changes the as-built conditions of the facility after submission of the final as-built drawings, the Contractor shall furnish revised or additional drawings as required to depict final as-built conditions. The requirements for these additional drawings will be the same as for the as-built drawings specified in this paragraph.

G.36.2 Preliminary As-Built Drawings: The Contractor shall maintain at the work site a full size set of contract drawings for depicting a daily record of as-built conditions. The drawings shall be maintained in a current condition at all times during the entire contract period and shall be readily available for review by the CA at all times. These drawing shall be updated daily by the Contractor showing all changes from the contract plan which are made in the work, or additional information which might be uncovered in the course of construction. The Contractor shall record this information on the prints accurately and neatly by means of details and notes. The As-Built Drawings shall show, but not be limited to, the following details:

G.36.2.1 The location and description of any utility lines or other installations of any kind or description known to exist within the construction area. The location includes dimensions of permanent features.

G.36.2.2 The location and dimension of any changes within the building or structure, and the accurate location and dimension of all underground utilities and facilities.

G.36.2.3 Correct grade or alignment of roads, structures, or utilities if any changes were made from contract plans.

- G.36.2.4** Correct elevations if changes were made in site grading.
 - G.36.2.5** Changes in details of design or additional information obtained from working drawing specified to be prepared or furnished by the Contractor, including but not limited to fabrication, erection, installation and placing details, pipe sizes, insulation material, and dimension of equipment foundations.
 - G.36.2.6** The topography and grades of all drainage installed or affected as part of the project construction.
 - G.36.2.7** All changes or modifications of the original design that result from final inspection.
 - G.36.2.8** Where Contract Drawing or Specifications allow options, only the option actually used in the construction shall be shown on the as-built drawings. The option not used shall be deleted.
- G.36.3** Submittals of As-Built Drawings: The Contractor shall submit to CA for review and approval all as-built drawings using the following procedure:
- G.36.3.1** Deliver two (2) copies of the preliminary as-built marked prints to the CA at the time of final inspection of each facility for review and approval.
 - G.36.3.2** If upon review of the preliminary as-built drawings, the CA finds errors or omissions, the CA will return the drawings to the Contractor for corrections. The Contractor shall complete the corrections and return the drawings to the CA within ten (10) calendar days.
 - G.36.3.3** After approval, the CA will return one (1) copy of the as-built marked up print, along with the original contract Mylar to the Contractor for use in preparation of the final as-built drawings.
 - G.36.3.4** The Contractor shall incorporate the information from the approved preliminary as-built drawings into the final as-built mylar in a neat, accurate and professional manner and deliver the same to the CA.
- G.36.4** Draftsmanship: The Contractor shall employ only personnel proficient in the preparation of engineering drawings to standard, who are satisfactory and acceptable to the CA to modify reproducible contract mylar or prepare new drawings. All additions and corrections the Contractor makes to the contract mylar shall be neat, clean, and legible and shall match the adjacent existing line work or lettering annotated in type, density, size and style. The Contractor shall prepare all pencil work with plastic drawing lead suitable for use on mylar material, and shall use the grade of lead that will produce a sharp clear heavy black line similar to ink.
- G.36.5** Final As-Built Drawings: The Contractor shall letter or stamp the final revisions to the as-built drawings with the words “RECORD DRAWING” in letters at least 3/8 inch high placed above the title block, if space permits; if not, below the title block between the border and the trim line. The date of completion and the words “REVISED AS-BUILT” shall be placed in the revision block above the latest existing revision notation.

The CA will not permit markings on the reverse side of the drawings. The Contractor shall use the following details for labeling, sizing and formatting the drawings:

- G.36.5.1** Title block to be used for any new as-built drawings shall be similar to that used on the original drawings.
- G.36.5.2** New or added drawings shall be full size to match the overall dimensions of the Government supplied mylar.
- G.36.5.3** The CA will review any final as-built drawings for accuracy and conformance to the drafting standard and other requirement contained in this and other sections. The Contractor shall make all corrections, changes, additions, and deletions required to meet these standards.
- G.36.5.4** The Contractor shall complete and return the final as-built record drawings (mylar) and return the same to the CA within sixty (60) calendar days after the final inspection of the facility to which the drawings apply, unless additional time is granted by the CA.
- G.36.5.5** If the University furnishes the original contract drawings in digital format the Contractor shall submit the as-built drawings on CD (3 copies) using the latest version of AutoCAD.

G.37 51% DISTRICT RESIDENTS NEW HIRES/FIRST SOURCE EMPLOYMENT AGREEMENT:

- G.37.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. (“First Source Act”).
- G.37.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, **Attachment J.2.3**, in which the Contractor shall agree that:
 - G.37.2.1** The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
 - G.37.2.2** The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.
- G.37.3** The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”), verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:
 - G.37.3.1** Number of employees needed;
 - G.37.3.2** Number of current employees transferred;

- G.37.3.3** Number of new job openings created;
- G.37.3.4** Number of job openings listed with DOES;
- G.37.3.5** Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- G.37.3.6** Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including;
 - a. Name;
 - b. Social Security number;
 - c. Job title;
 - d. Hire date;
 - e. Residence; and
 - f. Referral source for all new hires.
- G.37.4** If the contract amount is equal to or greater than \$100,000.00, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.
- G.37.5** With the submission of the Contractor's final request for payment from the University, the Contractor shall:
 - G.37.5.1** Document in a report to the CO its compliance with the section G.37.4 of this clause; or
 - G.37.5.2** Submit a request to the CO for a waiver of compliance with section G.37.4 and include the following documentation:
 - G.37.5.2.1** Material supporting a good faith effort to comply;
 - G.37.5.2.2** Referrals provided by DOES and other referral sources;
 - G.37.5.2.3** Advertisement of job openings listed with DOES and other referral sources; and
 - G.37.5.2.4** Any documentation supporting the waiver request pursuant to section G.37.6.
- G.37.6** The CO may waive the provisions of section G.37.4 if the CO finds that:
 - G.37.6.1** A good faith effort to comply is demonstrated by the Contractor;
 - G.37.6.2** The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Area which includes the University; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery,

Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

G.37.6.3 The Contractor enters into a special workforce development University training or placement arrangement with DOES; or

G.37.6.4 DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

G.37.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections G.37.5 and G.37.6, the CO shall determine whether the Contractor is in compliance with section G.37.4 or whether a waiver of compliance pursuant to section G.37.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the CFO and the CA.

G.37.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section G.37.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the CO pursuant to this section G.37.8.

G.37.9 The provisions of sections G.37.4 through G.37.8 do not apply to nonprofit organizations with 50 employees or less.

G.38 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT:

G.38.1 For contracts subject to the 51% District Residents New Hires Requirement and First Source Employment Agreement, final request for payment must be accompanied by the report or a waiver of compliance discussed in G.37.

G.38.2 The CFO shall not make final payment to the Contractor until the CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirement and First Source Employment Agreement

PART I**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 LIQUIDATED DAMAGES:**

H.1.1 The Contractor shall pay to the University the sum of one thousand seven hundred and sixty dollars (\$1,760.00) 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 General Provisions of the Standard Contract Provisions for Construction Projects, March 2011.

H.1.2 If the University 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 re-procurement.

H.2 GOVERNMENT'S RESPONSIBILITY:

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

H.3 PERMITS, LICENSES AND CERTIFICATES:

H.3.1 The University will obtain 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 but not limited to Raze Permit, certificates and licenses from the Office of Licenses and Permits, Permit Processing Division, Department of Consumer and Regulatory Affairs.

H.3.1.1 The Contractor shall apply and pay for all required permits well in advance of the time that they are needed.

H.3.1.2 If the Contractor experiences any difficulty in obtaining a permit, the Contractor shall request assistance immediately from the CA.

H.3.2 The Contractor shall ascertain and obtain the required permits, licenses and certificates for this project. Permits, Licenses and Certificates may include, but are not limited to:

Permits and Certificates

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

Licenses

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

H.3.3 The University 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 University, except as follows:

H.3.3.1 Where electrical, plumbing and refrigeration Contractors and their craft persons perform work under contract with the University and the work is physically located in areas outside the University, it shall be sufficient if any such Contractor and the Contractor's craft persons are licensed either by the University or by any governmental agency having jurisdiction over the area adjoining the site on which the work is performed.

H.3.4 The Contractor shall prominently display all permits within the confines of the construction site.

H.4 UTILITY CONNECTIONS AND SERVICES:

The Contractor shall locate all existing utilities and perform the required modifications to all utilities for the completion of construction. All utility costs, costs to modify and connection fees shall be incorporated into the fixed price bid.

H.4.1 TEMPORARY ELECTRICITY:

H.4.1.1 The Contractor shall arrange for and pay all expenses associated with procurement and use of the following:

H.4.1.1.1 Install a temporary meter on existing power lines and pay for all electric power used;

H.4.1.1.2 Install temporary lines to conform to the requirements of the D.C. Electrical Code for such work;

H.4.1.1.3 Furnish and install all necessary safety devices required;

H.4.1.1.4 Maintain temporary line and equipment in proper condition until lines are no longer required and disconnected;

H.4.1.1.5 Make connections to existing electric services in accordance with D.C. Electrical Code requirements and standard procedures developed by the electric company;

H.4.1.1.6 Upon completion of the work, remove temporary lines, poles and other accessories, make disconnections and restore services to an approved condition.

H.4.2 TEMPORARY WATER: For construction purposes, temporary connection to the existing water mains is permitted, at the Contractor's expense, contingent upon the Contractor performing the following:

- H.4.2.1** That no connections to water mains be made without first acquiring approval from the University Water and Sewer Authority (WASA);
- H.4.2.2** That the Contractor shall furnish all necessary temporary lines, fittings, valves, and make all temporary connections to bring the water to the job site;
- H.4.2.3** That all pipe, fittings, and hose used shall be leak proof and that hook-ups and connections be made in a manner comparable to new work to prevent unnecessary waste of water;
- H.4.2.4** That all branches from temporary main feed be equipped with tight cut- off valves; and
- H.4.2.5** That upon completion of the work, temporary lines, fittings, valves and other accessories are removed, disconnections made, and services restored to an approved condition.

H.4.3 PERMANENT CONNECTIONS TO MAINS:

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

H.5 SHOP DRAWINGS AND CATALOGUE CUTS:

- H.5.1** Within ten (10) calendar days from the date of the NTP, the Contractor shall prepare a complete list of all samples, catalogue cuts and shop drawings required to be submitted as follows:
 - H.5.1.1** The Contractor shall submit the list to the CA or his designee in quadruplicate for approval. The CA will return one (1) copy of the approved list to the Contractor.
 - H.5.1.2** The University will not make progress payments until the required list has been submitted by the Contractor. The University will not make payments for any materials installed by the Contractor without approval by the CA where submittal of the same is required.
- H.5.2** The Contractor shall not install or use materials in the work until the CA has given written approval of required samples, shop drawings or catalogue cuts, to be submitted as stated above.
 - H.5.2.1** Normally, 30 calendar days will be required for checking submitted materials. However, more time will be required for more complex submittals. The Contractor is advised that submittals that are kept simple (i.e. related to one section of the specifications or to one system) will be processed more expeditiously than more complex submittals. Approval of

materials, shop drawings, catalogue cuts shall be only for the characteristics or uses named in the submission and shall not be construed as:

H.5.2.1.1 Permitting any departure from contract requirements except as specifically stated in the approval.

H.5.2.1.2 Relieving the Contractor of the responsibility of complying with the contract requirements because of errors which may exist.

H.5.2.1.3 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.5.3 The Contractor shall submit all the shop drawings, samples and catalogue cuts in accordance with the following requirements:

H.5.3.1 Letter of transmittal, each transmittal shall be submitted in triplicate and contain the following information:

H.5.3.1.1 Project name and contract number;

H.5.3.1.2 Work for which material is intended;

H.5.2.1.3 Identification of material in accordance with Federal Specifications or A.S.T.M. number, manufacturer, model, type, class, brand name, specifications reference, and local distributor; and

H.5.2.1.4 General Contractor's stamp of approval as evidence that drawings, samples, and catalogue cuts included in the submittal have been checked for conformity with contract requirements including dimensions, quality, grade, type, quantity coordination with other work and that the Contractor assumes all responsibility for errors or discrepancies.

H.5.4 SHOP DRAWINGS:

H.5.4.1 The Contractor shall submit shop drawings as described below:

H.5.4.1.1 Submit six (6) sets of each drawing.

H.5.4.1.2 Identified as to project name and number, general Contractor, fabricator, manufacturer, model, type, class, brand name, specifications reference, local distributor, and date drawn to which drawing applies.

H.5.4.1.3 Drawings shall be complete in every respect and assembled into sets.

H.5.4.1.3.1 Each submission shall show complete system to which it applies and shall include catalog cuts, samples and other applicable data pertinent to the system.

H.5.4.1.3.2 The CA will review and approve the shop drawing submittals, and if approved, will return three (3) sets of the same to the Contractor.

H.5.4.1.3.3 When corrections to shop drawing prints are necessary, two (2) prints of each shop drawing will be returned to the Contractor for corrections and resubmission in six (6) sets.

H.5.4.2 The Contractor shall submit one (1) reproducible print of each approved shop drawing after final approval of submitted shop drawings has been made.

H.5.4.3 If drawings show variations from contract requirements because of standard shop practices or for any other reasons, the Contractor shall make specific mention of such variation and the cause therefore in the letter of transmittal.

H.5.4.3.1 If the variations in the drawings are acceptable to the CA, he/she may initiate any changes to the contract under Article 3, Changes, of the Standard Contract Provisions, which will be subject to the CO's approval.

H.5.4.3.2 If drawings submitted indicate a departure from the contract requirements, which the CO finds to be in the best interest of the University and to be so minor as not to involve a change in contract price or time for completion, he may approve the drawings.

H.5.5 COMPOSITE SHOP DRAWINGS:

In addition to shop drawings specified in the various sections of the specifications, the Contractor shall submit composite shop drawing details of constricted spaces, pipe and duct spaces, mechanical, equipment rooms and ceiling spaces where pipes, ducts, conduit, crossover and where items such as light fixture housing project into the space, to ensure that equipment approved for use or proposed for use fits into the space provided.

H.5.5.1 In the event of a conflict, the Contractor may offer his suggestions for solution of the problem on the shop drawing submittal or by letter submitted therewith;

H.5.5.2 Submittal of composite shop drawings shall be provided within 14 days after NTP to prevent a delay in construction.

H.5.6 The Contractor shall submit, with a letter of transmittal, samples, catalogue cuts, test reports, and certifications, as required. The Contractor shall not submit any samples and catalogues with bids. The Contractor must refer to the specification sections for samples, catalogue cuts, test reports and certifications required under the contract.

- H.5.6.1** The Contractor shall submit the required samples prepaid in duplicate, unless otherwise specified in the applicable specification section.
- H.5.6.2** The Contractor shall submit the required catalogue cuts in six (6) sets.
- H.5.6.3** The Contractor shall submit each item and label it with the following information:
 - H.5.6.3.1** Project name and contract number;
 - H.5.6.3.2** Work for which material is intended;
 - H.5.6.3.3** General Contractor, manufacturer and fabricator;
 - H.5.6.3.4** Applicable Federal Specifications, A.S.T.M. specification or other standard;
 - H.5.6.3.5** Contract specification reference; and
 - H.5.6.3.6** Manufacturer's brand name, class or grade and type.

NOTE: The CA shall hold for 30 days and then destroy samples submitted without the above labels.

- H.5.6.4** The Contractor shall submit samples of materials that are required to match work in place and shall also submit representative samples of present materials which they are to match. The Contractor may take a sample of present materials from the work in place, but if this is not possible, the Contractor will take a sample to the site of the work for inspection and verification.
- H.5.6.5** The CA will approve a sample submitted only for the characteristics or for the uses named in such approval and no other purpose.
 - H.5.6.5.1** No approval of a sample shall be taken in itself to change or modify any contract requirement unless specifically stated in the approval.
 - H.5.6.5.2** The Contractor shall send the approved samples not destroyed in testing back to the CA.
 - H.5.6.5.3** The Contractor shall mark for identification and use in the work the approved samples of hardware, miscellaneous accessories and signs in good condition.
 - H.5.6.5.4** The CA may retain for 30 days any samples not destroyed in testing and that are not approved, and then dispose of them or return them to the Contractor at his expense if requested within thirty 30 days from the date of rejection.
- H.5.6.6** The CA will request the Contractor to deliver test samples as specified in the various UNIVERSITY Specifications sections and other test samples deemed necessary, or the CA will take the same from various material or equipment delivered by the Contractor for use in the work. The CA has the right to request any additional tests from an accredited testing facility on any materials delivered to the site of the work, at the University's expense.

- H.5.6.7** If any of these test samples fail to meet the specification requirements, any previous approvals will be withdrawn and such materials or equipment shall be subject to removal and replacement by the Contractor with materials or equipment meeting the specification requirements at no additional cost to the University.
- H.5.6.8** The University may refuse to consider under this contract any further samples of the same brand or make of material that fails to pass specified tests.
- H.5.6.9** The CA reserves the right to disapprove any material, which is presently, or previously has been, unsatisfactory in service.
- H.5.6.10** The Contractor shall submit material lists, schedules and diagrams for material, equipment, fixtures, fittings, hardware required under specifications sections in six (6) sets and labeled as set forth for catalogue cuts.
- H.5.6.11** The Contractor shall identify individual items included in brochures and catalogs that are submitted for approval in the transmittal letter and in its submittal material.

H.6 PROPRIETARY RESTRICTIONS:

- H.6.1** Proprietary names or brands are mentioned for descriptive, not restrictive, purposes and are intended to establish minimum standards of quality for materials, fabrication and finishes.
 - H.6.1.1** Such references shall not be construed as limiting competition or controlling selection of manufacturers, and the Contractor in such cases may submit for approval by the CO any item or type of construction which, is equal to that specified.
 - H.6.1.2** The CA will judge the submissions on the basis of durability, strength, appearance, serviceability of parts, output, coordination with related work and the ability to fulfill the requirements of the specified item. The CO may approve any item or type of construction submitted by the Contractor which, in her sole discretion, is equal to that specified.

H.7 DEBRIS AND CLEANING:

- H.7.1** The Contractor shall, during the progress of the work, remove and properly dispose of the resultant dirt and debris daily and keep the premises clean and free from safety hazards.
- H.7.2** Upon completion of the work, the Contractor shall remove all equipment, salvaged materials provided for the work (except any materials that are to remain the property of the Government of the University as provided in the UNIVERSITY Specifications) and leave the premises in a neat and clean condition satisfactory to the CA at the site.

H.8 MATERIALS AND WORKMANSHIP:

H.8.1 Unless otherwise specified, all materials and equipments incorporated in the work under the contract shall be new. All workmanship shall be first class and by persons qualified in the respective areas.

H.8.2 In the absence of specific requirements for installation of a material or product, the Contractor will be held responsible for installation of said material or product in strict accordance with the manufacturer's printed instructions and recommendations.

H.9 STANDARDS:

H.9.1 Any material specified by reference to the number, symbol or title of a specific standard such as a Commercial Standard, a Federal Specifications, ASTM certification or other similar standard, shall comply with the requirements in the latest revision thereof in effect on the bid submission date specified in Section L.6.

H.9.2 The University will not furnish any copies of the applicable Federal Specifications, Commercial Standards and other standard specifications to the bidders. However, the CO will furnish upon request, information as to how copies of the standards referred to may be obtained, and it will be responsibility of the requestor to obtain the necessary documents from respective sources.

H.9.3 Where a standard is referred to in the various sections of these specifications, it shall include the installation requirements specified therein unless specifically modified in the contract specifications.

H.10 EQUIPMENT COORDINATION:

The Contractor shall 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.

PART II**SECTION I: CONTRACT CLAUSES****I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS:**

The Standard Contract Provisions for use with Specifications for University Government Construction Projects, March 2011 are incorporated herein as **Attachment J.1.4**, with the same force and effect as if given in full text.

I.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS:

I.2.1 Davis Bacon Wage Rates are applicable. The current prevailing wage determination is General Decision Number DC130002 04/05/2013 DC2, incorporated herein as Attachment J.1.3.

I.2.2 In accordance with the applicable provisions of 29 CFR, Part 1, Section 1.6 (c) (3) (IV), if this contract has not been awarded within 90 days after bid opening, any modification, notice of which is published on WDOL prior to award of the contract or the beginning of construction, as appropriate, shall be effective with respect to that contract unless the head of the agency or his or her designee requests and obtains an extension of the 90-day period from the Administrator.

I.3 CONFLICT OF INTEREST:

I.3.1 No official or employee of the University 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. (Title 8, DCMR, UDC Procurement Regulations, Chapter 3016, sub chapter 3001.7).

I.3.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

I.4 EQUAL EMPLOYMENT OPPORTUNITY:

In accordance with the University Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985 the forms for completion of the Equal Employment Opportunity Information Report shall be completed and incorporated with the bid. The forms can be found at under solicitation attachments. An award cannot be made to any Bidder who has not satisfied the equal employment requirements as set forth by the Department of Small and Local Business Development.

I.5

A. GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written

with financially responsible companies authorized to do business in the District or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor/Insurance Company shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$2,000,000 per occurrence limits; \$4,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent Contractors. The policy coverage shall include the University as an additional insured, shall be primary and non-contributory with any other insurance maintained by the University, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the University or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$1,000,000 per accident for injury; \$1,000,000 per employee for disease; and \$1,000,000 for policy disease limit.

If projects hereunder include water operations, the U.S. Longshoremen and Harbor Workers' Compensation Act and Maritime endorsements must be purchased and attached to the policies required above.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5,000,000 per occurrence, including the University as additional insured.
5. Environmental Liability Insurance. The Contractor shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of \$2,000,000 in coverage per incident and \$4,000,000 aggregate.
6. Builders Risk Insurance. The Contractor shall provide Builders' Risk Insurance for the total amount of the contract value.
7. Crime Insurance. The Contractor shall provide as follows: \$1,000,000 per occurrence for each wrongful Act; \$3,000,000 per aggregate for each wrongful act.

- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the University, and shall carry the required General Liability; and any required

Professional Liability for five (5) years following final acceptance of the work performed under this contract.

- C. **LIABILITY.** These are the required minimum insurance requirements established by the University. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the University.
- E. **MEASURE OF PAYMENT.** The University shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION.** The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in the Insurance Section prior to commencing work. Evidence of insurance shall be submitted to:

Sherry Jones-Quashie, Director
Capital Procurement Division
4200 Connecticut Avenue, NW, Washington, DC 20008
Phone: (202) 274-5752, sjones-quashie@udc.edu

The insurance must contain language that includes:

- 1. University of the District of Columbia, Capital Procurement Division, SEAS Laboratory Renovation Project, Building 32/42.
- 2. Additional Insured Endorsement naming the District of Columbia as additional insured with respect to work or services performed under the contract.
- 3. Primary and Noncontributory Coverage –
 - (a). “A Contractor’s insurance policy shall be primary and noncontributory; and”
 - (b). “No other insurance from any other entity shall apply before the Contractor’s insurance coverage and limits of liability are exhausted. “
- 4. Waiver of Subrogation Endorsement – “a. the policy shall contain a waiver of subrogation endorsement in favor of the District for all claims made against the District, its officers, directors, agents, and employees, except with respect to Workers’ Compensation and Professional Liability”.

I.6 DISCRIMINATION CLAUSES:

I.6.1 Anti-Discrimination Clause:

The Contractor:

- I.6.1.1** Shall not discriminate in any manner against any employee or applicant for employment in violation of Section 211 of the University Human Rights Act (DC Law 2-38; DC Official Code Section 2-1402.11);
- I.6.1.2** Shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials;
- I.6.1.3** Shall, along with all subcontractors, post in a conspicuous place available to employees and applicants for employment, a notice setting forth the provisions of the anti-discrimination clause set out in Section 251 of the University of Columbia Human Rights Act (DC Official Code Section 2-1402.51).

I.6.2 Non-Discrimination Clause:

- I.6.2.1** The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the University Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.) (“Act” as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.
- I.6.2.2** Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register and Mayor’s Order 2002-175 (10/23/02), 49 DCR 9883, the following clauses apply to this contract:
 - I.6.2.2.1** The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
 - I.6.2.2.2** The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business.

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.

I.6.2.2.3 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 **I.6.2.2.1** and **I.6.2.2.2** concerning non-discrimination and affirmative action.

I.6.2.2.4 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 **I.6.2.2.2**.

I.6.2.2.5 The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that Contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

I.6.2.2.6 The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, 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 subcontractors' books, records, and accounts for such purposes.

I.6.2.2.7 The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the University adopted by the Director of the Office of Human Rights, or any authorized official.

I.6.2.2.8 The Contractor shall include in every subcontract the equal opportunity clauses, subsections **I.6.2.2.1** through **I.6.2.2.9** of this section, so that such provisions shall be binding upon each subcontractor or vendor.

I.6.2.2.9 The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these

provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the University to enter into such litigation to protect the interest of the University.

I.7 CONTRACTS IN EXCESS OF \$1 MILLION:

Any contract in excess of \$1,000,000.00 shall not be binding or give rise to any claim or demand against the University until approved by the Council of the University, and signed by the CO.

I.8 DISPUTES: (Delete Article 7, Disputes, of the General Provisions, of the Standard Contract Provisions for use with Specifications for University Government Construction Contracts, March 2011 and substitute the following Article 7. Disputes):

I.8.1 All disputes arising under or relating to this contract shall be resolved as provided herein.

I.8.2 Claims by a Contractor against the University.

Claim, as used in 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.

I.8.2.1 All claims by a Contractor against the University arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:

I.8.2.1.1 A description of the claim and the amount in dispute;

I.8.2.1.2 Any data or other information in support of the claim;

I.8.2.1.3 A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and

I.8.2.1.4 The Contractor's request for relief or other action by the CO.

I.8.2.2 The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

I.8.2.3 For any claim of \$50,000.00 or less, the CO 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.

I.8.2.4 For any claim over \$50,000.00, the CO shall issue a decision within ninety (90) calendar days of receipt of the claim. Whenever possible, the CO 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.

I.8.2.5 The CO's written decision shall do the following:

I.8.2.5.1 Provide a description of the claim or dispute;

- I.8.2.5.2** Refer to the pertinent contract terms;
 - I.8.2.5.3** State the factual areas of agreement and disagreement;
 - I.8.2.5.4** 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;
 - I.8.2.5.5** 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;
 - I.8.2.5.6** Indicate that the written document is the CO's final decision; and
 - I.8.2.5.7** Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- I.8.2.6** Any failure by the CO 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.
- I.8.2.6.1** 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 University for an amount equal to the unsupported part of the claim in addition to all costs to the University attributable to the cost of reviewing that part of the Contractor's claim.
 - I.8.2.6.2** Liability under Paragraph I.8.2.6.1 shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- I.8.2.7** The decision of the CO 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.8.2.8** 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 CO.
- I.8.3** Claims by the University against a Contractor
- I.8.3.1** Claim as used in Paragraph I.8.3 of this clause, means a written demand or written assertion by the University 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.
 - I.8.3.2** The CO shall decide all claims by the University against a Contractor arising under or relating to a contract.

I.8.3.2.1 The CO shall send written notice of the claim to the Contractor. The CO's written decision shall do the following:

I.8.3.2.1.1 Provide a description of the claim or dispute;

I.8.3.2.1.2 Refer to the pertinent contract terms;

I.8.3.2.1.3 State the factual areas of agreement and disagreement;

I.8.3.2.1.4 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;

I.8.3.2.1.5 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;

I.8.3.2.1.6 Indicate that the written document is the CO's final decision; and

I.8.3.2.1.7 Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

I.8.3.3 The decision shall be supported by reasons and shall inform the Contractor of his or her rights as provided herein.

I.8.3.4 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 University agency is specifically authorized to administer, settle, or determine.

I.8.3.5 This clause shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.

I.8.4 The decision of the CO shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the University as authorized by D.C. Official Code §2-309.04.

I.8.5 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 CO.

I.9 CONFIDENTIALITY OF INFORMATION:

The Contractor shall keep all the information obtained relating to any employee or customer of the University 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 University 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 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 University Contractor or by any University 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 (Section-B), (2) Scope, University Specifications (Attachment J.1.1), Drawings (Section C) and (Attachment J.1.2), (3) Special Contract Requirements (Section H), (4) Contract Clauses (Section I), and (5) Standard Contract Provisions for use with Construction Projects, March 2011 (Attachment J.1.4), (6) General Decision Number: DC140002, dated 01/03/13 – DC2 (Attachment J.1.3), (7) The Living Wage Act Notice and Fact Sheet (Attachment J.1.5), (8) Certifications and Representation (Section K), (9) Contractor’s bid, and (10) First Source Employment Agreement (Attachment J.2.3), Sections D, E, F, G, L and M.

I.13 AUDITS, RECORDS, AND RECORD RETENTION:

I.13.1 At any time or times before final payment and three (3) years thereafter, the CO may have the Contractor’s invoices or vouchers and statements of cost audited. Any payment may be reduced by amounts found by the CO 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 University Government and an overpayment is found, the Contractor shall reimburse the University for said overpayment within thirty (30) days after written notification.

I.13.2 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 University under the contract that results from this solicitation.

I.13.3 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.

I.13.4 The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, University, or other personnel duly authorized by the CO.

I.13.5 Persons duly authorized by the CO 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.

I.13.6 The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

I.13.7 In the event of a conflict between Article 28 of the General Provisions of the Standard Contract Provisions for Construction Projects, March 2011, and the provisions of this clause, the Standard Contract Provisions shall prevail.

I.14 PUBLICITY:

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

I.15 FREEDOM OF INFORMATION ACT:

The District's Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the University to make available for inspection and copying any record produced or collected pursuant to a University contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA designated in subsection G.8 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the reliability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

I.16 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.*

I.17 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.*

I.18 ENVIRONMENTALLY PREFERABLE PAINT PRODUCTS:

I.18.1 Environmentally Preferable Products Goals

I.18.1.1 The University is seeking Contractors to provide environmentally preferable and effective paint products that support the University's environmentally preferable purchasing (EPP) contracting initiative.

I.18.1.2 Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

I.18.2 Paint Environmental Requirements

I.18.2.1 The requirements and restrictions contained in this clause shall apply to all architectural and anti-corrosive paints used during the course of this contract.

I.18.2.2 Due to the documented health risks associated with high Volatile Organic Compound (VOCs) levels, the Contractor shall use only paint and paint products that do not exceed the maximum allowable VOC content in the table below for each type of paint:

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

I.18.3 Prohibited Paint Components

I.18.3.1 Paints often contain inorganic and organo-metallic components used as preservatives, additives and pigments. The following is a list of organic compounds and components prohibited under this contract:

1,1,1 Trichloroethane	Formaldehyde
1,2 Dichlorobenzene	Hexavalent chromium
Acrolein	Isophorone
Acrylonitrile	Lead
Antimony	Mercury
Benzene	Methylene chloride

Butyl benzyl phthalate	Methyl ethyl ketone
Cadmium	Methyl isobutyl ketone
Di (2-ethylhexyl) phthalate	Naphthalene
Dimethyl phthalate	Toluene (Methylbenzene)
Di-n-butyl phthalate	Vinyl Chloride
Ethylbenzene	

I.18.4 Packaging

I.18.4.1 Paint cans and their components shall not be fabricated with lead.

I.18.5 Product Safety

I.18.5.1 A Contractor shall be responsible for:

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

I.19 ENVIRONMENTALLY PREFERABLE SOLVENT PRODUCTS:

I.19.1 Environmentally Preferable Products Goals

I.19.1.1 The University is seeking Contractors to provide environmentally preferable and effective solvent products that support the District's environmentally preferable purchasing (EPP) contracting initiative.

I.19.1.2 Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

I.19.2 Environmentally Preferable Solvent Products

I.19.2.1 Solvents are fluids or a mixture of fluids capable of dissolving substances to produce compositions for industrial value.

I.19.2.2 Solvent products subject to the requirements of this clause include, but are not limited to, the following classes:

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

I.19.3 Solvent Environmental Requirements - The Contractor shall avoid the following hazards when using solvent products during the performance of this contract:

I.19.3.1 Health Hazards

- (a) **Bodily Contact** - The Contractor shall not use solvent products that irritate or harm the skin, eyes, nose and throat from direct contact with the solvents;

- (b) Inhalation – The Contractor shall not use solvent products that when inhaled causes headaches, nausea, vomiting and dizziness from contact with the solvents; and,
- (c) Ingestion – The Contractor shall not use solvent products that if ingested or exposed to for a period of time cause damage to the brain, liver, kidney, respiratory system and nervous systems.

I.19.3.2 Physical Hazards

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

I.19.4 Prohibited Solvents

I.19.4.1 The following solvent products are recognized by the National Institute for Occupational Safety and Health (NIOSH) as carcinogens, ozone-depleting solvents or as reproductive hazards in the workplace and shall not be used:

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

I.19.5 Packaging Reduced/Recyclable

I.19.5.1 If possible, the Contractor shall use products that are in reusable, refillable, or recyclable containers or are otherwise made from recycled content products.

I.19.5.2 No products shall be delivered in aerosol cans.

I.19.5.3 All products must be available in non-aerosol containers such as ready-to-use pump action sprays, air-charged refillable containers, or spray bottles.

I.19.6 Product Safety

I.19.6.1 The Contractor shall be responsible for:

- (a) Any damage to personnel, buildings, furniture or equipment directly traceable to their use or transportation of prohibited products.

- (b) Any spills or leaks that occur during the use or transportation of their products.
- (c) Evacuating and warning individuals that might be affected by any spills or leaks that occur when their products are being used or transported.
- (d) Paying the cleanup cost for any spills or leaks that occur while they are using or transporting their products.

I.20 PROJECT PROGRESS/COORDINATION MEETINGS:

The Contractor is required to perform the following activities:

- A. General: Prepare and distribute to each subcontracting entity performing work at the project site, a written memorandum of instructions on required coordination activities, including required notices, reports and attendance at meetings. Prepare similar memorandum for Contractors performing work where interfacing of work is required.
- B. Bi-weekly Progress Meetings: In addition to specific pre-installation and coordination meetings for each element of work, hold bi-weekly progress meetings at regularly scheduled times which are convenient for everyone involved. Conduct meetings in a manner which will resolve any project problems, both present and anticipated. Record the meeting minutes and distribute copies to all persons in attendance and to others affected by decisions or actions resulting from each meeting. The meeting minutes shall be distributed in five (5) business days from the conclusion of the meeting and all corrections shall be made and the minutes re-distributed before the next meeting convenes.

I.21 LIVING WAGE ACT OF 2006:

The Living Wage Act of 2006 is Title I of the "Way To Work Amendment Act of 2006", DC Law 16-118, effective June 8, 2006. The Living Wage Act is codified at DC Official Code §§2-220.01 through 11. Living wage act can be found at: www.ocp.dc.gov.

I.21.1 WAY TO WORK AMENDMENT ACT OF 2006

- I.21.1.1** Except as described in I.21.1.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- I.21.1.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- I.21.1.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

- I.21.1.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- I.21.1.5** The Contractor shall provide a copy of the Fact Sheet attached as J.1.5 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.6 in a conspicuous place in its place of business. The Contractor all include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- I.21.1.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- I.21.1.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- I.21.1.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
 - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the University of

Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the University;

- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

I.21.1.9 The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

PART III

SECTION J – LIST OF ATTACHMENTS

- J.1.1** Specifications for University of the District of Columbia SEAS Laboratory Renovation Project, Building 32/42, dated November 7, 2012
- J.1.2** Drawings for University of the District of Columbia SEAS Laboratory Renovation Project, Building 32/42 dated November 7, 2012
- J.1.3** General Decision Number: DC140002 01/03/14 DC2
- J.1.4** Standard Contract Provisions For Use With Specifications for University Government Construction Projects, March 2011
- J.1.5** The Living Wage Act Notice and Fact Sheet

J.2 INCORPORATED ATTACHMENTS

Bidders shall complete and include with their bids, the following forms located at www.ocp.dc.gov under solicitation attachments:

- J.2.1** E.E.O. Information and Mayor's Order 85-85
- J.2.2** Tax Certification Affidavit
- J.2.3** First Source Employment Agreement

Bidder's shall contact the Department of Small and Local Business Development for the following package:

- J.2.4** DSLBD Certification Package

PART IV

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

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

ALL OF THE DOCUMENTS ABOVE, MUST BE FILLED OUT COMPLETELY, SIGNED, AND
SUBMITTED ALONG WITH YOUR BID.

**NOTE - BID BOND - MUST BE EXECUTED AND SUBMITTED ALONG WITH BID
OTHERWISE YOUR BID WILL NOT BE CONSIDERED.**

K.1

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, University or State statutes;

has not been suspended, debarred, voluntarily excluded or determined ineligible by an Federal, University 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

**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, University or State statutes;

has not been suspended, debarred, voluntarily excluded or determined ineligible by an Federal, University 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

PAYMENT TO SUBCONTRACTOR AND SUPPLIERS CERTIFICATE

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

The certification must be accompanied by a list of all subcontractors 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.

*Sherry Jones-Quashie, Director
Capital Procurement Division
4200 Connecticut Avenue, NW
Building 38, Room C04
Washington, DC 20008*

I hereby certify:

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

Contractor/Company Name

Signature of Official

Date

Title

K.4 SUBCONTRACTING PLAN

PRIME CONTRACTOR INFORMATION:	
Company: _____ Street Address: _____ City & Zip Code: : _____ Phone Number: _____ Fax: _____ Email Address: _____	Solicitation Number: _____ GF-2013-B-0102 Contractor's Tax ID Number: _____ Caption of Plan: _____ _____ _____
Project Name: _____ Address: _____ _____ Project Descriptions: _____ _____ _____	Duration of the Plan: From _____ to _____ Total Prime Contract Value: \$ _____ Amount of Contract (excluding the cost of materials, goods, supplies and equipment) \$ _____ Amount of all Subcontracts: \$ _____ LSDBE Total: \$ _____ equals _____ % <div style="display: flex; justify-content: space-between; width: 100%;"> LSDBE Subcontract Value Percentage Set Aside </div>

SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontractors)										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ 1st, 2nd, 3rd LSDBE Certification Number: _____ Certification Status: <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center;"> <tr> <td style="padding: 2px;">CBE:</td> <td style="padding: 2px;">LBE:</td> <td style="padding: 2px;">DBE:</td> <td style="padding: 2px;">DZE:</td> <td style="padding: 2px;">ROB:</td> <td style="padding: 2px;">LRB:</td> </tr> </table> (check all that apply)			CBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
CBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

(List each subcontractor at any tier that will be awarded a subcontract to meet your total set aside goal.)

CERTIFICATIONS

The prime Contractor shall attach a **notarized** statement including the following:

- a. A **description of the efforts** the prime Contractor will make to ensure that LBEs, DBEs, ROBs, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;
- b. In all subcontracts that offer **further subcontracting opportunities**, assurances that the prime Contractor will include a statement, approved by the CO, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- c. **Assurances** that the prime Contractor will cooperate in any studies or surveys that may be required by the CO, and submit periodic reports, as requested by the CO, to allow the University to determine the extent of **compliance** by the prime Contractor with the subcontracting plan;
- d. Listing of 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 University's request; and
- e. A description of the prime Contractor's recent **efforts to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROBs, and to award subcontracts to them.**

PERSON PREPARING THE SUBCONTRACTING PLAN:	
Name: _____ (Print) Telephone Number: () _____ - _____ Fax Number: () _____ - _____ Email Address: _____	Signature: _____ Title: _____ Date: _____

FOR CO USE ONLY

Date Plan Received by CO: _____	
Report: <input type="checkbox"/> Acceptable <input type="checkbox"/> Not Acceptable	Contract Number: _____
Sherry Jones-Quashie Name of CO	Signature _____ Date _____

(SUBCONTRACTORS LIST CONTINUED)

(List each subcontractor that will be awarded a subcontract to meet your total set aside goal.)

SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____% Tier: : _____ <small>1st, 2nd, 3rd</small> LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td>CBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table>			CBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
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SUBCONTRACTOR INFORMATION:										
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SUBCONTRACTOR INFORMATION:										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
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SUBCONTRACTOR INFORMATION:										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
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CBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

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))		AMOUNT NOT TO EXCEED			5% OF BID
		MILLION(S)	THOUSAND(S)	HUNDRED(S)	
BID IDENTIFICATION					
BID OPENING DATE			INVITATION NO.		
			GF-2012-B-0049		
<p>KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto are firmly bound to the University Government, a municipal corporation, hereinafter called "the University", 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 University the difference between the amount specified in said bid and the amount for which the University 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 University, 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)		

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 University. 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.

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
 - (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.7

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 University in each project's labor force:

at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the University registered in programs approved by the University 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.8

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.9

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 AND PRE-BID CONFERENCE:**

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 University.

L.1.1 A pre-bid conference to discuss the contents of this solicitation and other pertinent matters will be held at **11:00 AM on Friday, January 22, 2014**, at the following address:

University of the District of Columbia
4200 Connecticut Avenue, NW
Large Board Room
Building 39, Third Floor
Washington D.C. 20008

L.1.2 A site visit is scheduled immediately following the pre-bid conference on **Wednesday, Friday, January 22, 2014**, at the project site. For further information regarding the site visit the prospective bidders are encouraged to contact the CA at **(202) 274-6641**.

L.1.3 Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the University to accept questions from Bidders on the solicitation document as well as to clarify the contents of the solicitation. Attending bidders must complete the Pre-Bid Conference Attendance Roster at the conference so that bidder attendance can be properly recorded.

L.1.4 Impromptu questions will be permitted and spontaneous answers will be provided at the University's discretion. Verbal answers given at the pre-bid conference are only intended for general discussion and do not represent the University's final position. All oral questions must be submitted in writing following the close of the pre-bid conference but no later than seven working days after the pre-bid conference in order to generate an official answer. Official answers will be posted on the UDC. The UDC website is; www.udc.edu -- Under About UDC, select Administration tab, under Real Estate / Facilities Public Safety select Capital Procurement.

L.2 POST AWARD CONFERENCE:

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

*University of the District of Columbia
Capital Procurement Division
4200 Connecticut Avenue, NW, Room C04
Washington, D. C. 20008*

L.3 CONTRACT AWARD:

L.3.1 The University reserves the right to accept/reject Contract Line Items in the bids resulting from this solicitation. The CO 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 University.

L.3.2 Evaluation of Bids: The University intends but is not obligated to make an award to the lowest evaluated bidder, which will be determined by applying, to the lump sum prices offered by each bidder in response to Section B.4, the appropriate preferences for each bidder according to Section M.1.

L.4 PREPARATION AND SUBMISSION OF BIDS:

L.4.1 Bidders shall submit **one (1) signed original** plus **two (2) copies** of the bid. The University will not accept a facsimile copy of a bid as an original bid. Contract Line Items accepted by the University, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the Bidder's offer shall constitute the formal contract.

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

"Bid in Response to Solicitation No. "GF-2014-B-0194"

L.4.1.1 The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder.

L.4.1.2 The University may reject as non-responsive any bid that fails to conform in any material respect to the IFB.

L.4.1.3 The University 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 University's official source listed below. Bidders shall make no changes to the requirements set forth in the solicitation.

L.5 BID SUBMISSION DATE AND TIME-BID OPENING:

Bids must be submitted no later than **2:00 P.M.** local time on **January 30, 2014.**

L.5. Bids will be publicly opened by the Capital Procurement Division (CPD) 4200 Connecticut Avenue, NW, Building 38, Room C01, Washington, D.C. 20008.

L.6 WITHDRAWAL OR MODIFICATION OF BIDS:

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

L.7 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS:

L.7.1 Bids, modifications to bids, or requests for withdrawals that are received in the designated University office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

L.7.1 The bid or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of bids; or

L.7.2 The bid or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the University after receipt.

L.7.2 Postmarks

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

L.7.3 Late Submissions

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

L.7.4 Late Bids

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

L.7.5 Late Modifications

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

L.8 HAND DELIVERY OR MAILING OF BIDS TO:

*University of the District of Columbia
Capital Procurement Division
Building 38, Room C04
4200 Connecticut Avenue, NW
Washington, DC 20008*

L.9 SUBMISSION OF SUBCONTRACTING PLAN:

L.9.1 Any prime Contractor responding to this solicitation shall submit, within 10 days of the CO's request, a detailed subcontracting plan. This plan shall meet the requirements described under Section M.1.10 of this solicitation.

L.9.2 A Contractor cannot make any changes to its subcontracting plan without prior written approval by the CO. The approved plan will be incorporated into and become part of the contract.

L.10 ERRORS IN BIDS:

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

L.11 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 CO. The prospective Bidder shall submit questions no later than **January 23, 2014** seven (7) calendar days prior to the opening date and time indicated for this solicitation. The University will not consider any questions received less than seven (7) calendar days before the date set for submission of bid. The University 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.12 FAILURE TO SUBMIT BIDS:

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the CO, Capital Procurement Division, 4200 Connecticut Avenue, NW, Building 38, Room C04 Washington, DC 20008, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.13 PROTESTS:

In accordance with 8 DCMR Section 3066, all protests by interested parties including any actual or prospective Bidder or Contractor who is aggrieved in connection with the solicitation or award of a contract shall be filed in writing to the Contracting Officer (CO) within seven (7) working days after the protestor knew or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. The University will not consider protests filed after seven (7) working days. The CO will issue a written decision on the protest within ten (10) working days after receipt of the protest. The protestor may appeal the written decision of the CO within ten (10) working days after receipt of the written decision to the University's Contracts Review Committee (CRC). The CRC shall issue a written decision within thirty (30) calendar days after receipt of the appeal. Any failure by the CRC to issue a written decision within the thirty (30) calendar days shall constitute a denial of the protest and shall authorize the Contractor to appeal the protest to the D.C. Contract Appeals Board (Board). In order for the Board to consider the appeal, the protestor shall file the appeal within ten (10) working days after the protestor receives a written decision from the CRC. The Contractor shall exhaust all administrative review procedures provided herewith fully and properly before appealing to the Board. The Board shall have exclusive jurisdiction to hear and decide protests and appeals from written decisions of the CRC. The Board is located at 717 - 14th Street, N.W., Suite 430, Washington, D.C. 20004.

L.14 SIGNING OF BIDS:

L.14.1 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 CO.

L.14.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the Bidder or Contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.15 ACKNOWLEDGMENT OF AMENDMENTS:

The Bidder shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment with their bid submission; (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 University must receive the acknowledgment by the date and time of bid submission. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L.16 ACCEPTABLE BID GUARANTEES:

L.16.1 A bid guarantee in the amount of 5% of the bid price is required with bids over \$100,000.00. If a bidder fails to provide the required bid guarantee, such failure will require rejection of the bid.

L.16.2 Types of guarantees acceptable to the University:

L.16.2.1 A **bond** provided by a surety licensed to do business in the District of Columbia in accordance with 8 DCMR Chapter 3046.

L.16.2.2 A **certified check or irrevocable letter of credit** issued by an insured financial institution in the equivalent amount of the security; or

L.16.2.3 **United States government securities** that are assigned to the District which pledge the full faith and credit of the United States.

L.17 ACCEPTANCE PERIOD:

The bidder agrees that its bid remains valid for a period of 90 calendar days from the opening date/time of the bid opening. However, if for administrative reasons, the University is unable to make an award within this time period, the CO will request the Contractor and his/her surety to extend the bid bond for an additional sixty (60) days.

L.18 LEGAL STATUS OF BIDDER:

L.18.1 Each bid must provide the following information;

L.18.2 Name, Address, Telephone Number, Federal Tax Identification Number and DUNS Number of Bidder;

L.18.3 District license, registration or certification, if required by law to obtain such license, registration or certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business at the University, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements;

L.18.4 If the Bidder is a partnership or joint venture, names of general partners or joint ventures and copies of any joint venture or teaming agreements; and

L.18.5 The University reserves the right to request additional information regarding the Bidder's organizational status.

L.19 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
CELLULAR NUMBER	EMERGENCY NUMBER
EMERGENCY CONTACT PERSON	

L.20 TECHNICAL INFORMATION:

For technical information will be forwarded to:

*Alan Walsh
Facilities and Real Estate Division
4200 Connecticut Avenue, NW
Building 38, Room C01
Washington, DC 20008*

L.21 TITLE OF CORRESPONDENCE, HAND DELIVERY OR MAILING OF SOLICITATION:

All contractual correspondence must be directed to:

*Sherry Jones-Quashie, Director
Capital Procurement Division
4200 Connecticut Avenue, NW
Building 38, Room C04
Washington, DC 20008*

L.22 BID DOCUMENTS:

L.22.1 Persons who obtain bidding materials from anyone other than the University's official source located at the Capital Procurement Division, 4200 Connecticut Avenue, NW Washington, D.C. 20008, are hereby notified that any addenda/amendments issued under this solicitation, and not acknowledged by a bidder could affect the bid amount and/or responsiveness determinations.

L.22.2 The University assumes no responsibility for furnishing any addenda/ amendments to anyone who obtains bidding materials through other than the official channels.

L.22.3 Amendments/Addenda to bidding documents and bidding material are available from the issuing office, Capital Procurement Division 4200 Connecticut Avenue NW, Building 38, Room C04, Washington, DC. In the unlikely event that the University's website is not functioning correctly or in the event that amendments to a solicitation are made, it is the responsibility of the supplier to check the print media for solicitation information, stop by the CPD located at 4200 Connecticut Avenue, NW, Building 38, Room C04, Washington, D.C. 20008 or call CPD at (202) 274-6322. Print media may include The Washington Post, The Washington Times, The Informer, The Afro-American, The Commerce Business Daily, The Washington Examiner, or El Pregonero.

L.23 EXAMINATION OF BID DOCUMENTS AND SITE OF WORK:

Bidders will be held to have:

L.23.1 Checked all measurements and visible features which would in any manner affect the work to be performed.

L.23.2 Verified conditions at the site.

L.24 PAYMENT AND PERFORMANCE BONDS:

Article 12, Sections B and C of the Standard Contract Provisions for Construction Contracts, March 2011, is amended to incorporate the provisions of the University Procurement Regulations, D.C. Official Code § 2-305.04(b), and 8 DCMR § 3049, 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.25 STANDARDS OF RESPONSIBILITY:

L.25.1 Pursuant to 8 DCMR, 3057 (a) through (g), the prospective Contractor shall submit the following documentation, within ten (10) days of the request by the University, in order to be determined responsible:

L.25.1.1 Have adequate financial resources to perform the contract or the ability to obtain them;

L.25.1.2 Be able to comply with the required delivery or performance schedule;

L.25.1.3 Have a satisfactory performance record;

L.25.1.4 Have a satisfactory record of integrity and ethics;

L.25.1.5 Have the necessary organizational experience, accounting, operational controls, technical skills, or the ability to obtain them;

L.25.1.6 Have the required production, construction and technical equipment and facilities, or the ability to obtain them; and

L.25.1.7 Be otherwise qualified and eligible to receive a contract award pursuant to applicable laws and regulations.

L.26.2 If the prospective Contractor fails to supply the information requested, the CO 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 CO shall determine the prospective Contractor to be non-responsible.

PART V**SECTION M - EVALUATION PREFERENCE POINTS****M.1 Preferences for Certified Business Enterprises**

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the University shall apply preferences in evaluating bids from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the University.

M.1.1 Application of Preferences

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

- M.1.1.1** Any prime Contractor that is a small business enterprise (CBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to this Invitation for Bids (IFB).
- M.1.1.2** Any prime Contractor that is a resident-owned business (ROB) certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this IFB.
- M.1.1.3** Any prime Contractor that is a longtime resident business (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 this IFB.
- M.1.1.4** Any prime Contractor that is a local business enterprise (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 this IFB.
- M.1.1.5** Any prime Contractor that is a local business enterprise with its principal office located in an enterprise zone (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 this IFB.
- M.1.1.6** Any prime Contractor that is a disadvantaged business enterprise (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 this IFB.

M.1.2 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 this IFB. There will be no preference awarded for subcontracting by the prime Contractor with certified business enterprises.

M.1.3 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.1.4 Vendor Submission for Preferences

M.1.4.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid, the following documentation, as applicable to the preference being sought:

M.1.4.1.1 Evidence of the vendor's or joint venture's certification by the SLDBE as an CBE, LBE, DBE, DZE, LRB or ROB, to include a copy of all relevant letters of certification from the SLBOC; or

M.1.4.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as a CBE, LBE, DBE, DZE, LRB or ROB, to include a copy of the provisional certification from the DSLBD.

M.1.4.2 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: CBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington DC 20001

M.1.4.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.1.5 Mandatory Subcontracting Requirement

M.1.5.1 For construction contracts in excess of \$250,000, at least 35% of the dollar volume of the construction contract shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods and supplies shall not be counted towards this 35% subcontracting requirement unless such materials, goods and supplies are purchased from CBEs.

M.1.5.2 If there are insufficient qualified CBEs to completely fulfill the subcontracting requirement of the preceding paragraph, then the subcontracting requirement may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified CBEs are significant participants in the overall subcontracting work.

M.1.6 Certified Business Enterprises Prime Contractor Performance Requirements

- M.1.6.1** If a certified business enterprise is selected as a prime Contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, that certified business enterprise 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 certified business enterprises.
- M.1.6.2** If the total of the contracting effort, excluding the cost of materials, goods and supplies, proposed to be performed by the certified business enterprise is less than the amount required by the preceding paragraph, then the certified business enterprise shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

M.1.7 Prime Contractor Performance Requirements Applicable to Joint Ventures

- M.1.7.1** If a certified joint venture is selected as a prime Contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, the certified business enterprise 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 certified business enterprises.
- M.1.7.2** If the total of the contracting effort, excluding the cost of materials, goods and supplies, proposed to be performed by the certified business enterprise is less than the amount required by the preceding paragraph, then the certified business enterprise shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

M.1.8 Performance Requirement for Contracts of \$1 Million or Less

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

M.1.9 Subcontracting Plan

Within ten calendar days of notification by the CO, any prime Contractor responding to this solicitation shall submit a notarized statement detailing its subcontracting plan. Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer. Each subcontracting plan shall include the following:

- M.1.9.1** A description of the goods and services to be provided by CBEs or, if insufficient qualified CBEs are available, by any certified business enterprises;

- M.1.9.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the CBEs or, if insufficient qualified CBEs is available, by any certified business enterprises;
- M.1.9.3** The names and addresses of all proposed subcontractors who are CBEs or, if insufficient CBEs are available, who are certified business enterprises;
- M.1.9.4** 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.1.9.5** A description of the efforts the prime Contractor will make to ensure that CBEs, or, if insufficient CBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- M.1.9.6** 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.1.9.7** 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 University to determine the extent of compliance by the prime Contractor with the subcontracting plan;
- M.1.9.8** A list of 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 assurances that the prime Contractor will make such records available for review upon the University's request; and
- M.1.9.9** A description of the prime Contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.
- M.1.10** **Compliance Reports**
- By the 21st of every month following the execution of the contract, the prime Contractor shall submit to the contracting officer and the Director of DSLBD a compliance report detailing the Contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:
- M.1.10.1** The dollar amount of the contract or procurement;
- M.1.10.2** A brief description of the goods procured or the services contracted for;
- M.1.10.3** The name and address of the business enterprise from which the goods were procured or services contracted;
- M.1.10.4** Whether the subcontractors to the contract are currently certified business enterprises;

- M.1.10.5** The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- M.1.10.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.1.5; and
- M.1.10.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in section M.1.5.
- M.1.11** **Enforcement and Penalties for Breach of Subcontracting Plan**
- M.1.11.1** If during the performance of this contract, the Contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract, and as approved by the contracting officer and the Director of DSLBD, and the contracting officer determines the Contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- M.1.11.2** In addition, the willful breach by a Contractor of a subcontracting plan for utilization of certified business enterprises 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 certified business enterprises, whichever is greater, for each such breach, failure, or falsified submission.

Attachment J.1.1
Specifications

Attachment J.1.2
Drawings

Attachment J.1.3
General Decision Number
DC140002 01/03/2014

>

General Decision Number: DC140002 01/03/2014 DC2

Superseded General Decision Number: DC20130002

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

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

Modification Number	Publication Date
0	01/03/2014

ASBE0024-007 10/01/2012

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 33.13	13.60

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

ASBE0024-008 10/01/2012

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER.....	\$ 20.86	5.61

Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems

ASBE0024-014 10/01/2012

	Rates	Fringes
FIRESTOPPER.....	\$ 26.06	6.05

Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke or other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.

 BRDC0001-002 05/07/2013

	Rates	Fringes
BRICKLAYER.....	\$ 28.17	8.03

 CARP0132-008 05/01/2013

	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Soft Floor Laying-Carpet.....	\$ 26.81	8.13
PILEDRIVERMAN.....	\$ 26.62	8.15

 CARP1831-002 04/01/2012

	Rates	Fringes
MILLWRIGHT.....	\$ 27.96	12.20

 ELEC0026-016 11/04/2013

	Rates	Fringes
ELECTRICIAN, Includes Installation of HVAC/Temperature Controls.....	\$ 40.95	14.63

 ELEC0026-017 09/01/2012

	Rates	Fringes
ELECTRICAL INSTALLER (Sound & Communication Systems).....	\$ 25.55	38+7.77

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

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

 ELEVO010-001 01/01/2013

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 39.96	25.185+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

IRON0005-005 06/01/2013

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	\$ 30.00	16.04

IRON0201-006 05/01/2012

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 26.50	16.68

LABO0657-015 06/01/2012

	Rates	Fringes
LABORER: Skilled.....	\$ 21.26	6.83

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

* MARB0002-004 07/01/2013

	Rates	Fringes
MARBLE/STONE MASON.....	\$ 33.58	15.13

INCLUDING pointing, caulking and cleaning of All types of masonry, brick, stone and cement EXCEPT pointing, caulking, cleaning of existing masonry, brick, stone and cement

(restoration work)

* MARB0003-006 07/01/2013

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 25.78	9.72

* MARB0003-007 07/01/2013

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 20.98	8.81

* MARB0003-008 07/01/2013

	Rates	Fringes
TILE SETTER.....	\$ 25.78	9.72

* MARB0003-009 07/01/2013

	Rates	Fringes
TILE FINISHER.....	\$ 20.98	8.81

PAIN0051-014 06/01/2013

	Rates	Fringes
GLAZIER		
Glazing Contracts \$2 million and under.....	\$ 24.30	9.61
Glazing Contracts over \$2 million.....	\$ 27.64	9.61

PAIN0051-015 06/01/2013

	Rates	Fringes
PAINTER		
Brush, Roller, Spray and Drywall Finisher.....	\$ 24.89	8.91

PLAS0891-005 07/01/2012

	Rates	Fringes
PLASTERER.....	\$ 28.33	5.85

PLAS0891-006 05/01/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 27.15	9.58

PLAS0891-007 08/01/2011

	Rates	Fringes
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FIREPROOFER

Handler.....	\$ 15.00	3.89
Mixer/Pump.....	\$ 17.00	3.89
Sprayer.....	\$ 21.50	3.89

Spraying of all Fireproofing materials. Hand application of Fireproofing materials. This includes wet or dry, hard or soft. Intumescent fireproofing and refraction work, including, but not limited to, all steel beams, columns, metal decks, vessels, floors, roofs, where ever fireproofing is required. Plus any installation of thermal and acoustical insulation. All that encompasses setting up for Fireproofing, and taken down. Removal of fireproofing materials and protection. Mixing of all materials either by hand or machine following manufactures standards.

 PLUM0005-008 08/01/2013

Rates Fringes

PLUMBER

Apartment Buildings over 4 stories (except hotels).....	\$ 23.41	9.51+a
ALL Other Work.....	\$ 38.17	16.25+a

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

 PLUM0602-008 08/01/2012

Rates Fringes

PIPEFITTER, Includes HVAC

Pipe Installation.....	\$ 37.62	18.07+a
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a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

 ROOF0030-016 09/01/2012

Rates Fringes

ROOFER.....	\$ 26.90	10.18
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 SFDC0669-002 07/01/2013

Rates Fringes

SPRINKLER FITTER (Fire

Sprinklers).....	\$ 31.14	17.62
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 SHEE0100-015 07/01/2013

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 39.93	15.38

SUDC2009-003 05/19/2009

	Rates	Fringes
LABORER: Common or General.....	\$ 13.04	2.80
LABORER: Mason Tender - Cement/Concrete.....	\$ 15.40	2.85

LABORER: Mason Tender for
pointing, caulking, cleaning
of existing masonry, brick,
stone and cement structures
(restoration work); excludes
pointing, caulking and
cleaning of new or
replacement masonry, brick,
stone and cement.....\$ 11.67

POINTER, CAULKER, CLEANER,
Includes pointing, caulking,
cleaning of existing masonry,
brick, stone and cement
structures (restoration
work); excludes pointing,
caulking, cleaning of new or
replacement
masonry, brick, stone or
cement.....\$ 18.88

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

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

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION

Attachment J.1.4
Standard Contract Provisions
Dated March, 2007

GOVERNMENT OF THE DISTRICT OF COLUMBIA

STANDARD CONTRACT PROVISIONS

FOR USE WITH

DISTRICT OF COLUMBIA GOVERNMENT
SUPPLIES AND SERVICES CONTRACTS

March 2007

OFFICE OF CONTRACTING AND PROCUREMENT
SUITE 700 SOUTH
441 4th STREET, NW
WASHINGTON, DC 20001

**STANDARD CONTRACT PROVISIONS
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1. **Covenant Against Contingent Fees:**

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

2. **Shipping Instructions – Consignment:**

Unless otherwise specified in this Invitation for Bids/Request for Proposals, each case, crate, barrel, package, etc., delivered under this contract must be plainly stencil marked or securely tagged, stating the Contractor's name, contract number and delivery address as noted in the contract. In case of carload lots, the Contractor shall tag the car, stating Contractor's name and contract number. Any failure to comply with these instructions will place the material at the Contractor's risk. Deliveries by rail, water, truck or otherwise, must be within the working hours and in ample time to allow for unloading and if necessary, the storing of the materials or supplies before closing time. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the contact person identified in the contract at the delivery point.

3. **Patents:**

The Contractor shall hold and save the District, its officers, agents, servants, and employees harmless from liability of any nature or kind, including costs, expenses, for or on account of any patented or unpatented invention, article, process, or appliance, manufactured or used in the performance of this contract, including their use by the District, unless otherwise specifically stipulated in the contract.

4. **Quality:**

Contractor's workmanship shall be of the highest grade, and all materials provided under this Contract shall be new, of the best quality and grade, and suitable in every respect for the purpose intended.

5. **Inspection Of Supplies:**

- (a) **Definition.** "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor's failure to cure within ten (10) days after date of notification, the District may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.
- (c) The Contractor shall provide and maintain an inspection system acceptable to the District covering supplies under this contract and shall tender to the District for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the

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system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the District during contract performance and for as long afterwards as the contract requires. The District may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.

- (d) The District has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The District will perform inspections and tests in a manner that will not unduly delay the work. The District assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.
- (e) If the District performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the District will bear the expense of District inspections or tests made at other than Contractor's or subcontractor's premises; provided, that in case of rejection, the District will not be liable for any reduction in the value of inspection or test samples.
 - (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.
 - (2) Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest
- (f) The District has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The District may reject nonconforming supplies with or without disposition instructions.
- (g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.
- (h) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the District may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

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- (i) If this contract provides for the performance of District quality assurance at source, and if requested by the District, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and (ii) when the supplies will be ready for District inspection.
- (j) The District request shall specify the period and method of the advance notification and the District representative to whom it shall be furnished. Requests shall not require more than 2 business days of advance notification if the District representative is in residence in the Contractor's plant, nor more than 7 business days in other instances.
- (k) The District will accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. District failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the District, for non-conforming supplies.
- (l) Inspections and tests by the District do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.
- (m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the District, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the District will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the District thereby.

6. Inspection Of Services:

- (a) Definition. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during contract performance and for as long afterwards as the contract requires.

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- (c) The District has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District will perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the District performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.
- (e) If any of the services do not conform to the contract requirements, the District may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the District may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.
- (f) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the District may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the District that is directly related to the performance of such services, or (2) terminate the contract for default.

7. **Waiver:**

The waiver of any breach of the contract will not constitute a waiver of any subsequent breach thereof, or a waiver of the contract.

8. **Default:**

- (a) The District may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:
 - (1) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
 - (2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
- (b) In the event the District terminates this contract in whole or in part as provided in paragraph (a) of this clause, the District may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or service similar to those so terminated, and the Contractor shall be liable to the District for any excess costs for similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

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- (c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the District or Federal Government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of the Contractor. If the failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- (d) If this contract is terminated as provided in paragraph (a) of this clause, the District, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the District, in the manner and to the extent directed by the Contracting Officer, (i) completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures plans, drawing information, and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the District has an interest. Payment for completed supplies delivered to and accepted by the District will be at the contract price. Payment for manufacturing materials delivered to and accepted by the District will be at the contract price. Payment for manufacturing materials delivered to and accepted by the District and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". The District may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.
- (e) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination of convenience of the District, be the same as if the notice of termination had been issued pursuant to such clause. See Clause 20 for Termination for Convenience of the District.
- (f) The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- (g) As used in paragraph (c) of this clause, the terms "subcontractor(s) means subcontractor(s) at any tier.

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9. Indemnification:

The Contractor agrees to defend, indemnify and hold harmless the District, its officers, agencies, departments, agents, and employees (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Contractor, Contractor's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor in performance of this Contract. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of this Contract. The Contractor shall also repair or replace any District property that is damaged by the Contractor, Contractor's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor while performing work hereunder.

The indemnification obligation under this section shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Contract. The District agrees to give Contractor written notice of any claim of indemnity under this section. Additionally, Contractor shall have the right and sole authority to control the defense or settlement of such claim, provided that no contribution or action by the District is required in connection with the settlement. Monies due or to become due the Contractor under the contract may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Contractor.

10. Transfer:

No contract or any interest therein shall be transferred by the parties to whom the award is made; such transfer will be null and void and will be cause to annul the contract.

11. Taxes:

- (a) The Government of the District of Columbia is exempt from and will not pay Federal Excise Tax, Transportation Tax, and the District of Columbia Sales and Use Taxes.
- (b) Tax exemption certificates are no longer issued by the District for Federal Excise Tax. The following statement may be used by the supplier when claiming tax deductions for Federal Excise Tax exempt items sold to the District.

"The District of Columbia Government is Exempt from Federal Excise Tax – Registration No. 52-73-0206-K, Internal Revenue Service, Baltimore, Maryland."

Exempt From Maryland Sales Tax, Registered With The Comptroller Of The Treasury As Follows:

- a) Deliveries to Glenn Dale Hospital – Exemption No. 4647
- b) Deliveries to Children's Center – Exemption No. 4648
- c) Deliveries to other District Departments or Agencies – Exemption No. 09339

"The District of Columbia Government is Exempt from Sales and Use Tax – Registration No. 53-600, The District of Columbia Office of Tax and Revenue."

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12. Appointment of Attorney:

- (a) The bidder/offeror or contractor (whichever the case may be) does hereby irrevocably designate and appoint the Clerk of the District of Columbia Superior Court and his successor in office as the true and lawful attorney of the Contractor for the purpose of receiving service of all notices and processes issued by any court in the District of Columbia, as well as service of all pleadings and other papers, in relation to any action or legal proceeding arising out of or pertaining to this contract or the work required or performed hereunder.
- (b) The bidder/offeror or contractor (whichever the case may be) expressly agrees that the validity of any service upon the said Clerk as herein authorized shall not be affected either by the fact that the contractor was personally within the District of Columbia and otherwise subject to personal service at the time of such service upon the said Clerk or by the fact that the contractor failed to receive a copy of such process, notice or other paper so served upon the said Clerk provided the said Clerk shall have deposited in the United States mail, registered and postage prepaid, a copy of such process, notice, pleading or other paper addressed to the bidder/offeror or contractor at the address stated in this contract.

13. District Employees Not To Benefit:

Unless a determination is made as provided herein, no officer or employee of the District will be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer or any District employee authorized to execute contracts in which they or an employee of the District will be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. A District employee shall not be a party to a contract with the District and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when the District's needs cannot reasonably otherwise be met. (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)

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.

14. 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

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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 or less, the Contracting Officer shall issue a decision within sixty (60) days from receipt of a written request from a Contractor that a decision be rendered within that period.
- (d) For any claim over \$50,000, the Contracting Officer shall issue a decision within ninety (90) 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.

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- (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 (g)(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) All claims by the District against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer.
- (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
 - (g) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

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- (3) The decision shall be supported by reasons and shall inform the Contractor of its 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 Contractor 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.

15. Changes:

The Contracting Officer may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of this contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment under this paragraph must be asserted within ten (10) days from the date the change is offered; provided, however, that the Contracting Officer, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in the Disputes clause at Section 18. Nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

16. Termination For Convenience Of The District:

- (a) The District may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the District's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and effective date.
- (b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
 - (1) Stop work as specified in the notice.
 - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
 - (3) Terminate all contracts to the extent they relate to the work terminated.

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- (4) Assign to the District, as directed by the Contracting Officer, all rights, title and interest of the Contractor under the subcontracts terminated, in which case the District will have the right to settle or pay any termination settlement proposal arising out of those terminations.
 - (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts. The approval or ratification will be final for purposes of this clause.
 - (6) As directed by the Contracting Officer, transfer title and deliver to the District (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other materials produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract has been completed, would be required to be furnished to the District.
 - (7) Complete performance of the work not terminated.
 - (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the District has or may acquire an interest.
 - (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the District under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (c) After the expiration of ninety (90) days (or such longer period as may be agreed to) after receipt by the Contracting Officer of acceptable inventory schedules, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality of termination inventory not previously disposed of excluding items authorized for disposition by the Contracting Officer. The Contractor may request the District to remove those items or enter into an agreement for their storage. Within fifteen (15) days, the District will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within forty five (45) days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (d) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this one year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be

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received and acted on after one year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due to the Contractor because of the termination and shall pay the amount determined.

- (e) Subject to paragraph (d) above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (e) or paragraph (f) below, exclusive of costs shown in subparagraph (f)(3) below, may not exceed the total contract price as reduced by (1) the amount of payment previously made and (2) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Paragraph (f) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- (f) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (e) above:
 - (1) The contract price for completed supplies or services accepted by the District (or sold or acquired under subparagraph (b)(9) above) not previously paid for, adjusted for any saving of freight and other charges.
 - (2) The total of :
 - (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) above;
 - (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (f)(1) above; and
 - (iii) A sum, as profit on subparagraph f(1) above, determined by the Contracting Officer to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subparagraph (iii) and shall reduce the settlement to reflect the indicated rate of loss.
 - (3) The reasonable cost of settlement of the work terminated, including-
 - (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
 - (ii) The termination and settlement of subcontractors (excluding the amounts of such settlements); and

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- (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- (g) Except for normal spoilage, and except to the extent that the District expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (f) above, the fair value as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the District or to a buyer.
- (h) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraphs (d), (f) or (j), except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (d) or (j), and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (d), (f) or (j), the District will pay the Contractor (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.
- (i) In arriving at the amount due the Contractor under this clause, there shall be deducted:
 - (1) All unliquidated advances or other payments to the Contractor under the termination portion of the contract;
 - (2) Any claim which the District has against the Contractor under this contract; and
 - (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the District.
- (j) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within ninety (90) days from the effective date of termination unless extended in writing by the Contracting Officer.
- (k) (1) The District may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor shall be entitled.
 - (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the District upon demand together with interest computed at the rate of 10 percent (10%) per year. Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess payment is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or

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other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

- (l) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the District, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, micrographs, or other authentic reproductions may be maintained instead of original records and documents.

17. Recovery Of Debts Owed The District:

The Contractor hereby agrees that the District may use all or any portion of any consideration or refund due the Contractor under the present contract to satisfy, in whole or part, any debt due the District.

18. Retention and Examination Of Records:

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.

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 three (3) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) 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.

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.

The Contracting Officer, the Inspector General and the District of Columbia Auditor, or any of their duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to the contract.

19. Non-Discrimination Clause:

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.) ("Act" as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.

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(b) Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register, Mayor's Order 2002-175 (10/23/02), 49 DCR 9883 and Mayor's Order 2006-151 (11/17/06), 52 DCR 9351, the following clauses apply to this contract:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
- (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business.

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.
- (3) 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 (b)(1) and (b)(2) concerning non-discrimination and affirmative action.
 - (4) 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 (b)(2).
 - (5) The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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- (6) The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, 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 subcontractors' books, records, and accounts for such purposes.
- (7) 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 of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clauses, subsections (b)(1) through (b)(9) of this section, so that such provisions shall be binding upon each subcontractor or vendor.
- (9) The Contractor shall take such action with respect to any subcontract as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

20. Definitions:

The terms Mayor, Chief Procurement Officer, Contract Appeals Board and District will mean the Mayor of the District of Columbia, the Chief Procurement Officer of the District of Columbia or his/her alternate, the Contract Appeals Board of the District of Columbia, and the Government of the District of Columbia respectively. If the Contractor is an individual, the term Contractor shall mean the Contractor, his heirs, his executor and his administrator. If the Contractor is a corporation, the term Contractor shall mean the Contractor and its successor.

21. Health And Safety Standards:

Items delivered under this contract shall conform to all requirements of the Occupational Safety and Health Act of 1970, as amended ("OSHA"), and Department of Labor Regulations under OSHA, and all Federal requirements in effect at time of bid opening/proposal submission.

22. Appropriation Of Funds:

The District's liability under this contract is contingent upon the future availability of appropriated monies with which to make payment for the contract purposes. The legal liability on the part of the District for the payment of any money shall not arise unless and until such appropriation shall have been provided.

23. Buy American Act:

- (a) The Buy American Act (41 U.S.C. §10a) provides that the District give preference to domestic end products.

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“Components,” as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

“Domestic end product,” as used in this clause, means, (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States, exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in paragraphs (b)(2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

“End products,” as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

- (b) The Contractor shall deliver only domestic end products, except those-
- (1) For use outside the United States;
 - (2) That the District determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;
 - (3) For which the District determines that domestic preference would be inconsistent with the public interest; or
 - (4) For which the District determines the cost to be unreasonable.

24. Service Contract Act of 1965:

- (a) Definitions. “Act,” as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. §351, *et seq.*).
- (1) “Contractor,” as used in this clause, means the prime Contractor or any subcontractor at any tier.
 - (2) “Service employee,” as used in this clause, means any person (other than a person employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR 541) engaged in performing a District contract not exempted under 41 U.S.C. §356, the principal purpose of which is to furnish services in the United States, as defined in section 22.1001 of the Federal Acquisition Regulation. It includes all such persons regardless of the actual or alleged contractual relationship between them and a contractor.
- (b) Applicability. To the extent that the Act applies, this contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (20 CFR part 4). All interpretations of the Act in Subpart C of 29 CFR 4 are incorporated in this contract by reference. This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. §356, as interpreted in Subpart C of 29 CFR 4.
- (c) Compensation

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- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or the Secretary's authorized representative, as specified in any wage determination attached to this contract.
- (2) If a wage determination is attached to this contract, the Contractor shall classify any class of service employees not listed in it, but to be employed under this contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph. This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee.
 - (a) The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration (ESA), Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary;
 - (b) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contracting Officer with a written copy of such determination or it shall be posted as a part of the wage determination;
 - (c) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General

Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed;

- (d) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds to a contract under which the classification in question was previously conformed pursuant to this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (*i.e.*, adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in this clause need not be followed;
 - (e) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended;
 - (f) The wage rate and fringe benefits finally determined under this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract;
 - (g) Upon discovery of failure to comply with this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) If the term of this contract is more than 1 year, the minimum wages and fringe benefits required for service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by ESA.
 - (4) The Contractor can discharge the obligation to furnish fringe benefits specified in the attachment or determined under paragraph (2) of this clause by furnishing any equivalent combinations of bona fide fringe

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benefits, or by making equivalent or differential cash payments, in accordance with Subpart B and C of 29 CFR 4.

- (d) Minimum wage: In the absence of a minimum wage attachment for this contract, the Contractor shall not pay any service or other employees performing this contract less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §206). Nothing in this clause shall relieve the Contractor of any other legal or contractual obligation to pay a higher wage to any employee.
- (e) Successor contracts: If this contract succeeds a contract subject to the Act under which substantially the same services were furnished and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, then, in the absence of a minimum wage attachment to this contract, the Contractor may not pay any service employee performing this contract less than the wages and benefits, including those accrued and any prospective increases, provided for under that agreement. No Contractor may be relieved of this obligation unless the limitations of 29 CFR 4.1c(b) apply or unless the Secretary of Labor or the Secretary's authorized representative:
 - (1) Determines that the agreement under the predecessor was not the result of arms-length negotiations; or
 - (2) Finds, after a hearing under 29 CFR 4.10, that the wages and benefits provided for by that agreement vary substantially from those prevailing for similar services in the locality or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and 4.11 and parts 6 and 8 that some or all of the wages and fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (f) Notification to employees: The Contractor shall notify each service employee commencing work on this contract of a minimum wage and any fringe benefits required to be paid, or shall post a notice of these wages and benefits in a prominent and accessible place at the worksite, using such poster as may be provided by the Department of Labor.

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- (g) Safe and sanitary working conditions: The Contractor shall not permit services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor that are unsanitary, hazardous, or dangerous to the health or safety of service employees. The Contractor shall comply with the health standards applied under 29 CFR Part 1925.
- (h) Records: The Contractor shall maintain for 3 years from the completion of work, and make available for inspection and transcription by authorized ESA representatives, a record of the following:
 - (1) For each employee subject to the Act:
 - (a) Name and address;
 - (b) Work classification or classifications, rate or rates of wages and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
 - (c) Daily and weekly hours worked; and
 - (d) Any deductions, rebates, or refunds from total daily or weekly compensation.
 - (2) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by ESA under the terms of paragraph (c)(3) of this clause. A copy of the report required by paragraph (e) of this clause will fulfill this requirement.
 - (3) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by this clause. The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division. Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases. The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (i) Pay periods: The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (j) Withholding of payments and termination of contract: The Contracting Officer shall withhold from the prime Contractor under this or any other District contract

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with the prime contractor any sums the Contracting Officer, or an appropriate officer of the Labor Department, decides may be necessary to pay underpaid employees. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination for default. In such event, the District may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(k) Subcontracts: The Contractor agrees to insert this clause in all subcontracts.

(l) Contractor's report:

(1) If there is a wage determination attachment to this contract and any classes of service employees not listed on it are to be employed under the contract, the Contractor shall report promptly to the Contracting Officer the wages to be paid and the fringe benefits to be provided each of these classes, when determined under paragraph (c) of this clause.

(2) If wages to be paid or fringe benefits to be furnished any service employees under the contract are covered in a collective bargaining agreement effective at any time when the contract is being performed, the Contractor shall provide to the Contracting Officer a copy of the agreement and full information on the application and accrual of wages and benefits (including any prospective increases) to service employees working on the contract. The Contractor shall report when contract performance begins, in the case of agreements then in effect, and shall report subsequently effective agreements, provisions, or amendments promptly after they are negotiated.

(m) Contractor's Certification: By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded District contracts by virtue of the sanctions imposed under section 5 of the Act. No part of this contract shall be subcontracted to any person or firm ineligible for award of a District contract under section 5 of the Act. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. §1001.

(n) Variations, tolerances, and exemptions involving employment: Notwithstanding any of the provisions in paragraphs (c) through (l) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions authorized by the Secretary of Labor.

(1)(i) In accordance with regulations issued under Section 14 of the Fair Labor Standards Act of 1938 by the Administrator of the Wage and Hour Division, ESA (29 CFR 520, 521, 524, and 525), apprentices, student learners, and workers whose earning capacity is impaired by age or by physical or mental deficiency or injury, may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1)

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of the Service Contract Act, without diminishing any fringe benefits or payments in lieu of these benefits required under section 2(a)(2) of the Act.

- (ii) The Administrator will issue certificates under the Act for employing apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages, but without changing requirements concerning fringe benefits or supplementary cash payments in lieu of these benefits.
 - (iii) The Administrator may also withdraw, annul, or cancel such certificates under 29 CFR 525 and 528.
- (2) An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips shall be credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with regulations in 29 CFR 531. However, the amount of credit shall not exceed 40 percent of the minimum rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 as amended.

25. Cost and Pricing Data:

- (a) This paragraph and paragraphs b through e below shall apply to contractors or offerors in regards to: (1) any procurement in excess of \$100,000, (2) any contract awarded through competitive sealed proposals, (3) any contract awarded through sole source procurement, or (4) any change order or contract modification. By entering into this contract or submitting this offer, the Contractor or offeror certifies that, to the best of the Contractor's or offeror's knowledge and belief, any cost and pricing data submitted was accurate, complete and current as of the date specified in the contract or offer.
- (b) Unless otherwise provided in the solicitation, the offeror or Contractor shall, before entering into any contract awarded through competitive sealed proposals or through sole source procurement or 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 award of this contract or as of the date of negotiation of the change order or modification.
- (c) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, 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.

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- (d) Any reduction in the contract price under paragraph c above due to defective data from a prospective subcontractor that was not subsequently awarded, the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided that the actual subcontract price was not itself affected by defective cost or pricing data.
- (e) 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.
- (f) The following specific information should be included as cost or pricing data, as applicable:
 - (1) Vendor quotations;
 - (2) Nonrecurring costs;
 - (3) Information on changes in production methods or purchasing volume;
 - (4) Data supporting projections of business prospects and objectives and related operations costs;
 - (5) Unit – cost trends such as those associated with labor efficiency;
 - (6) Make or buy decisions;
 - (7) Estimated resources to attain business goals;
 - (8) Information on management decisions that could have a significant bearing on costs.
- (g) If the offeror or contractor is required by law to submit cost or pricing data in connection with pricing this contract or 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 contract, 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:
 - (1) final payment under the contract;

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- (2) final termination settlement; or
- (3) 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.

26. Multiyear Contract:

If this contract is a multiyear contract, then the following provision is made part of this contract:

If funds are not appropriated or otherwise made available for the continued performance in a subsequent year of a multiyear contract, the contract for the subsequent year shall be terminated, either automatically or in accordance with the termination clause of the contract. Unless otherwise provided for in the contract, the effect of termination is to discharge both the District and the Contractor from future performance of the contract, but not from the existing obligations. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

27. Termination Of Contracts For Certain Crimes And Violations:

- (a) The District may terminate without liability any contract and may deduct from the contract price or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid in violation of this title if:
 - (1) The Contractor has been convicted of a crime arising out of or in connection with the procurement of any work to be done or any payment to be made under the contract; or
 - (2) There has been any breach or violation of:
 - (A) Any provision of the Procurement Practices Act of 1985, as amended, or
 - (B) The contract provision against contingent fees.
- (b) If a contract is terminated pursuant to this section, the Contractor:
 - (1) May be paid only the actual costs of the work performed to the date of termination, plus termination costs, if any; and
 - (2) Shall refund all profits or fixed fees realized under the Contract.
- (c) The rights and remedies contained in this are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

SUBCONTRACTING PLAN

PRIME CONTRACTOR INFORMATION:	
Company: _____ Street Address: _____ City & Zip Code: : _____ Phone Number: _____ Fax: _____ Email Address: _____	Solicitation Number: _____ Contractor's Tax ID Number: _____ Caption of Plan: _____ _____ _____
Project Name: _____ Address: _____ _____ Project Descriptions: _____ _____ _____	Duration of the Plan: From _____ to _____ Total Prime Contract Value: \$ _____ Amount of Contract (excluding the cost of materials, goods, supplies and equipment) \$ _____ Amount of all Subcontracts: \$ _____ LSDBE Total: \$ _____ equals _____ % <div style="display: flex; justify-content: space-around; font-size: small;"> LSDBE Subcontract Value Percentage Set Aside </div>

(List each subcontractor at any tier that will be awarded a subcontract to meet your total set aside goal.)

SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ 1st, 2nd, 3rd LSDBE Certification Number: _____ Certification Status: <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center; font-size: x-small;"> <tr> <td style="padding: 2px;">SBE:</td> <td style="padding: 2px;">LBE:</td> <td style="padding: 2px;">DBE:</td> <td style="padding: 2px;">DZE:</td> <td style="padding: 2px;">ROB:</td> <td style="padding: 2px;">LRB:</td> </tr> </table> (check all that apply)			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

CERTIFICATIONS

The prime contractor shall attach a notarized statement including the following:

- a. A description of the efforts the prime contractor will make to ensure that LBEs, DBEs, ROBs, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;
- b. 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;
- c. 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;
- d. Listing of 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
- e. A description of the prime contractor's recent efforts to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROBs, and to award subcontracts to them.

PERSON PREPARING THE SUBCONTRACTING PLAN:	
Name: _____ (Print) Telephone Number: () _____ - _____ Fax Number: () _____ - _____ Email Address: _____	Signature: _____ Title: _____ Date: _____

FOR CONTRACTING OFFICER USE ONLY

Date Plan Received by Contracting Officer: _____		
Report: <input type="checkbox"/> Acceptable <input type="checkbox"/> Not Acceptable	Contract Number: _____	
_____	_____	_____
Name & Title of Contracting Officer	Signature	Date

(List each subcontractor that will be awarded a subcontract to meet your total set aside goal.)

SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ <small>1st, 2nd, 3rd</small> LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td>SBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
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SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

YOUR LETTERHEAD

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

_____ SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF ACTUAL OR PERCEIVED: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, FAMILIAL STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS.

_____ AGREES TO AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT WITHOUT REGARD TO THEIR ACTUAL OR PERCEIVED: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, FAMILIAL STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS. 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 OR 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

DATE

AUTHORIZED SIGNATURE
NAME

FIRM/ORGANIZATION

YOUR LETTERHEAD

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

CONTRACTOR

NAME

SIGNATURE

TITLE

CONTRACT NUMBER

DATE

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER INFORMATION REPORT

GOVERNMENT OF THE DISTRICT OF COLUMBIA DC Office of Contracting and Procurement Employer Information Report (EEO)	Reply to: Office of Contracting and Procurement 441 4 th Street, NW, Suite 700 South Washington, DC 20001
--	---

Instructions:
 Two (2) copies of DAS 84-404 or Federal Form EEO-1 shall be submitted to the Office of Contracting and Procurement.
 One copy shall be retained by the Contractor.

Section A – TYPE OF REPORT

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)

Single Establishment Employer (1) <input type="checkbox"/> Single-establishment Employer Report	Multi-establishment Employer: (2) <input type="checkbox"/> Consolidated Report (3) <input type="checkbox"/> Headquarters Report (4) <input type="checkbox"/> Individual Establishment Report (submit one for each establishment with 25 or more employees) (5) <input type="checkbox"/> Special Report
---	---

1. Total number of reports being filed by this Company. _____

Section B – COMPANY IDENTIFICATION (To be answered by all employers)

1. Name of Company which owns or controls the establishment for which this report is filed	OFFICIAL USE ONLY
Address (Number and street)	a.
City or Town	
Country	
State	
Zip Code	
b. Employer Identification No.	

2. Establishment for which this report is filed.	OFFICIAL USE ONLY
a. Name of establishment	c.
Address (Number and street)	
City or Town	
Country	
State	
Zip Code	d.
b. Employer Identification No.	

3. Parent of affiliated Company	
a. Name of parent or affiliated Company	b. Employer Identification No.
Address (Number and Street)	City or Town
Country	State
Zip Code	

Section C - ESTABLISHMENT INFORMATION

1. Is the location of the establishment the same as that reported last year? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Did not report last year <input type="checkbox"/> Report on combined basis	2. Is the major business activity at this establishment the same as that reported last year? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No report last year <input type="checkbox"/> Reported on combined basis	OFFICIAL USE ONLY
2. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or service provided, as well as the principal business or industrial activity.		e.

3. **MINORITY GROUP MEMBERS:** Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members).
 Yes No

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)	Asian (5)	American Indian (6)	Hispanic (7)	Black (8)	Asian (9)	American Indian (10)	Hispanic (11)	
Officials and Managers												
Professionals												
Technicians												
Sales Workers												
Office and Clerical												
Craftsman (Skilled)												
Operative (Semi-Skilled)												
Laborers (Unskilled)												
Service Workers												
TOTAL												
Total employment 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. <input type="checkbox"/> Visual Survey
b. <input type="checkbox"/> Employment Record | c. <input type="checkbox"/> Other Specify _____ | 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)	Zip Code	Telephone Number Extension

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE.

DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT
 CONTRACT COMPLIANCE DIVISION

SUBCONTRACT SUMMARY FORM

This SUMMARY form is to be completed by the PRIME contractor
 BID NO. _____ CCB NUMBER _____ of _____ pages

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

NAME OF PRIME CONTRACTOR: _____ ADDRESS: _____

TELEPHONE NO. _____

PROJECT NAME: _____ PROJECT DESCRIPTIONS: _____

ADDRESS: _____

WARD NO.: _____

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

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

TOTAL DOLLAR AMOUNT SUBCONTRACTED TO *MINORITY BUSINESS ENTERPRISES. \$ _____

PERCENT OF PRIME CONTRACT. _____%

SOLICITATION NO: _____

PROJECTED GOALS AND TIMETABLES FOR FUTURE HIRING

MINORITY GROUP EMPLOYES GOALS					TIMETABLES				
JOB CATEGORIES	<u>MALE</u>				<u>FEMALE</u>				
	BLACK	ASIAN	AMERICAN INDIAN	HISPANIC	BLACK	ASIAN	AMERICAN 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 " <u>MINORITY FINANCIAL INSTITUTION</u> " _____ 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 subcontractors 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 subcontractors 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 subcontractors are in compliance with any rules, regulations, and procedures promulgated pursuant to this Order;
- (b) to examine the employment practices of contractors and subcontractors 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 subcontractors 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 subcontractors 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 subcontractors 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 subcontractors, 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) 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 subcontractors 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 subcontractors 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 subcontractors, 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 subcontractors 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); provided, that when a construction contractor accumulates contracts amounting to twenty-five thousand dollars (\$25,000) 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); provided, that when

a non-construction contractor accumulates contracts amounting to ten thousand dollars (\$10,00) 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 nonresponsible 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 nonresponsibility 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 subcontractors that will be utilized to perform the contract.

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

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

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

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

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

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

1112 AFTER EXECUTION OF CONTRACT

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

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

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

1113 MONITORING AND EVALUATION

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

1114 AFFIRMATIVE ACTION TRAINING PROGRAM

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

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

- (1) The name of the organization;
 - (2) The name, address, social security number, and classification of the initial employees and any subsequent employees chosen during the course of the contract; and
 - (3) The identity of the trades, and crafts or skills involved in the training.
- 1114.2 If the contractor relies, in whole or in part, upon unions as a source of its workforce, the contractor shall use its best efforts, in cooperation with unions, to develop joint training programs aimed toward qualifying more minorities and females for membership in the union, and increasing the skills of minority and female employees so that they may qualify for higher paying employment.
- 1114.3 Approval of training programs by the Contracting Agency shall be predicated, among other things, upon the quality of training, numbers of trainees and trades, crafts or skills involved, and whether the training is responsive to the policies of the District of Columbia and the needs of the minority and female community. Minority and female applicants for apprenticeship or training should be selected in sufficient numbers as to ensure an acceptable level of participation sufficient to overcome the effects of past discrimination.
- 1115 COMPLIANCE REVIEW
- 1115.1 The Director and the Contracting Agency shall review the contractor's employment practices during the performance of the Contract. Routine or special reviews of contractors shall be conducted by the Contracting Agency or the Director in order to ascertain the extent to which the policy of Mayor's Order No. 85-85, and the requirements in this chapter are being implemented and to furnish information that may be useful to the Director and the Contracting Agency in carrying out their functions under this chapter.
- 1115.2 A routine compliance review shall consist of a general review of the practices of the contractor to ascertain compliance with the requirements of this chapter, and shall be considered a normal part of contract administration.
- 1115.3 A special compliance review shall consist of a comprehensive review of the employment practices of the contractor with respect to the requirements of this chapter, and shall be conducted when warranted.
- 1116 ENFORCEMENT
- 1116.1 If the contractor does not comply with the equal opportunity clauses in a particular contract, including subsections 1103.2 through 1103.10 of this chapter, that contract may be cancelled in whole or in part, and the contractor may be declared by the Director or the Contracting Officer to be ineligible for further District of Columbia Government Contracts subject to applicable laws and regulations governing debarment.
- 1116.2 If the contractor meets its goals or if the contractor can demonstrate that it has made every good faith effort to meet those goals, the contractor will be presumed to be in compliance with this chapter, and no formal sanction shall be instituted unless the Director otherwise determines that the contractor is not providing equal employment opportunity.
- 1116.3 When the Director proceeds with a formal hearing she or he has the burden of proving that the contractor has not met the requirements of this chapter, but the contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of this chapter.

1117 COMPLAINTS

- 1117.1 The Director may initiate investigations of individual instances and patterns of discriminatory conduct, initiate complaints thereupon and keep the Contracting Agency informed of those actions.
- 1117.2 If the investigation indicates the existence of an apparent violation of the non-discrimination provisions of the contract required under section 1103 of this chapter the matter may be resolved by the methods of conference, conciliation, mediation, or persuasion.
- 1117.3 If an apparent violation of the non-discrimination provisions of the contract required under section 1103 of this chapter is not resolved by methods of conference, conciliation, mediation, or persuasion, the Director of the Contracting Officer may issue a notice requiring the contractor in question to show cause, within thirty (30) days, why enforcement proceedings or other appropriate action should not be initiated.
- 1117.4 Any employee of any District of Columbia Government contractor or applicant for employment who believes himself or herself to be aggrieved may, in person or by an authorized representative, file in writing, a complaint of alleged discrimination with the Director.

1118 HEARINGS

- 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 submitting by such bidder, offeror or prospective contractor complies with the requirements of this chapter and cannot be resolved by the methods of conference, conciliation, mediation, or persuasion, the bidder, offeror or prospective contractor in question shall be afforded the opportunity for a hearing before the Director.
- 1118.2 If a case in which an investigation by the Director or the Contracting Agency has shown the existence of an apparent violation of the non-discrimination provisions of the contract required under section 1103 is not resolved by the methods specified in subsection 1117.2, the Director may issue a notice requiring the contractor in question to show cause, within thirty (30) days, why enforcement proceedings or other appropriate action should not be initiated. The contractor in question shall also be afforded the opportunity for a hearing before the Director.
- 1118.3 The Director may hold a hearing on any complaint or violation under this chapter, and make determinations based on the facts brought before the hearing.
- 1118.4 Whenever the Director holds a hearing it is to be held pursuant to the Human Rights Act of 1977, a notice of thirty (30) working days for the hearing shall be given by registered mail, return receipt requested, to the contractor in question. The notice shall include the following:
- (a) A convenient time and place of hearing;
 - (b) A statement of the provisions in this chapter or any other laws or regulations pursuant to which the hearing is to be held; and
 - (c) A concise statement of the matters to be brought before the hearing.
- 1118.5 All hearings shall be open to the public and shall be conducted in accordance with rules, regulations, and procedures promulgated pursuant to the Human Rights Act of 1977.

1119 SANCTIONS

- 1119.1 The Director, upon finding that a contractor has failed to comply with the non-discrimination provisions of the contract required under section 1103, or has failed to make a good faith effort to achieve the utilization standards under an approved Affirmative Action Program, may impose sanctions contained in this section in addition to any sanction or remedies as may be imposed or invoked under the Human Rights Act of 1977.
- 1119.2 Sanctions imposed by the Director may include the following:
- (a) Order that the contractor be declared ineligible from consideration for award of District of Columbia Government contracts or subcontracts until such time as the Director may be satisfied that the contractor has established and will maintain equal opportunity policies in compliance with this chapter; and
 - (b) Direct each Contracting Officer administering any existing contract to cancel, terminate, or suspend the contract or any portion thereof, and to deny any extension, modification, or change, unless the contractor provides a program of future compliance satisfactory to the Director.
- 1119.3 Any sanction imposed under this chapter may be rescinded or modified upon reconsideration by the Director.
- 1119.4 An appeal of any sanction imposed by order of the Director under this chapter may be taken pursuant to applicable clauses of the affected contract or provisions of law and regulations governing District of Columbia Government contracts.
- 1120 NOTIFICATIONS
- 1120.1 The Director shall forward in writing notice of his or her findings of any violations of this chapter to the Contracting Officer for appropriate action under the contract.
- 1120.2 Whenever it appears that the holder of or an applicant for a permit, license or franchise issued by any agency or authority of the Government of the District of Columbia is a person determined to be in violation of this chapter the Director may, at any time he or she deems that action the Director may take or may have taken under the authority of this chapter, refer to the proper licensing agency or authority the facts and identities of all persons involved in the violation for such action as the agency or authority, in its judgement, 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 subcontractors 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.

Attachment J.1.5
The Living Wage Act



LIVING WAGE ACT FACT SHEET

The “Living Wage Act of 2006,” Title I of D.C. Law 16-18, (D.C. Official Code §§2-220.01-.11) became effective June 9, 2006. It provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of \$100,000 or more shall pay affiliated employees wages no less than the current living wage rate.

Effective January 1, 2010, the living wage rate is \$12.50 per hour.

Subcontractors of D.C. government contractors who receive \$15,000 or more from the contract and subcontractors of the recipients of government assistance who receive \$50,000 or more from the assistance are also required to pay their affiliated employees no less than the current living wage rate.

“Affiliated employee” means any individual employed by a recipient who receives compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or a contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the government assistance or contract, or who are otherwise employed by the contractor, recipient or subcontractor.

Exemptions – The following contracts and agreements are exempt from the Living Wage Act:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District’s current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;
3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
4. Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act;

6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act;
7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District of Columbia;
8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26. U.S.C. §501(c)(3));
9. Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code §44-501); and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Enforcement

The Department of Employment Services (DOES) and the D.C. Office of Contracting and Procurement (OCP) share monitoring responsibilities.

If you learn that a contractor subject to this law is not paying at least the current living wage you should report it to the Contracting Officer.

If you believe that your employer is subject to this law and is not paying you at least the current living wage, you may file a complaint with the DOES Office of Wage – Hour, located at 64 New York Ave., NE, Room 3105, (202) 671-1880.

For questions and additional information, contact the Office of Contracting and Procurement at (202) 727-0252 or the Department of Employment Services on (202) 671-1880.

Please note: *This fact sheet is for informational purposes only as required by Section 106 of the Living Wage Act. It should not be relied on as a definitive statement of the Living Wage Act or any regulations adopted pursuant to the law.*