

**DRAWINGS**

Moultrie Courthouse & 510 4<sup>th</sup> St.  
 Replace Motor Control Centers  
 DC Courts, CPFMD  
 616 H Street, NW Suite 622  
 Washington DC 20001

**CPFMD-16-0902**

The following testing and investigation narrative and construction drawings are provided for information purposes only. All prospective Contractors bidding on this work should conduct site visits to all locations identified on the approved construction drawings and become familiar with all conditions surrounding the scope of services to be provided under this RFP.

**ITEM ADDRESS**

1. Final Construction documents dated **15 September 2015**, to include (**19 total**) sheets:

MCC Replacement – H. Carl Moultrie Courthouse, 500 Indiana Ave, NW:

- Sheet E0.01 – Electrical Notes, Legend and Abbreviations, dated 9/15/15.
- Sheet E0.02 – Electrical Specifications – 1, dated 9/15/15.
- Sheet E0.03 – Electrical Specifications – 2, dated 9/15/15.
- Sheet E0.04 – Electrical Reference Plans Sheet, dated 9/15/15.
- Sheet E1.01 – Electrical Parking and C Street Level Part Plans, dated 9/15/15.
- Sheet E1.02 – Electrical Parking Level Part Plans, dated 9/15/15.
- Sheet E1.03 – Electrical C Street Level Part Plans, dated 9/15/15.
- Sheet E1.04 – Electrical Roof/Sixth Level Part Plan (west), dated 9/15/15.
- Sheet E1.05 – Electrical Roof Level Part Plan (east), dated 9/15/15.
- Sheet E1.06 – Electrical MCC-B Schedules, Elevations and Partial Riser Diagram, dated 9/15/15.
- Sheet E1.07 – Electrical MCC-D Schedules, Elevations and Partial Riser Diagram, dated 9/15/15.
- Sheet E1.08 – Electrical MCC-C Schedules, Elevations and Partial Riser Diagram, dated 9/15/15.
- Sheet E1.09 – Electrical MCC-PH-1 Schedules, Elevations and Partial Riser Diagram, dated 9/15/15.
- Sheet E1.10 – Electrical MCC-PH-2 Schedules, Elevations and Partial Riser Diagram, dated 9/15/15.

MCC Replacement Building B Courthouse, 510 4<sup>th</sup> Street NW:

- Sheet E0.01 - Electrical Notes, Legend and Abbreviations, dated 9/15/15.
- Sheet E0.02 – Electrical Specifications – 1, dated 9/15/15.
- Sheet E0.03 – Electrical Specifications – 2, dated 9/15/15.
- Sheet E1.11 – Electrical Basement Level Part Plan – Bldg B, dated 9/15/15.
- Sheet E1.12 – Electrical Bldg B MCC Schedules – Exist & New, Elevs - Exist & New & Partial Riser Diagram, dated 9/15/15.

END OF DOCUMENT



## CAMERA LETTER REQUEST FORM

Contracting Company: \_\_\_\_\_

Contractor Contact Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

The above listed Contractor is requesting approval to take photographs within the construction areas of the following project:

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

The Contractor understands that in order to take photographs within the DC Court buildings a "Camera Letter" must be issued to the Contractor and a copy of this letter must be carried at all times by any member of the Contractor's staff that will be taking photographs. The Contractor understands that no photographs of any person will be taken in or around any DC Court buildings.

*Please return this completed form to Project Manager.*



Date of Request: (Numbers Only)		Metropolitan Police Department Washington, D C Criminal History Request		Social Security Number (Numbers Only)	
Request Record of: (Last, First, Middle Name)					
Address:					
Sex: Male	Race:	Birthdate: (Numbers Only)	Trace of Birth:	Purpose of Request: <input type="checkbox"/> Law Enforcement (non-employment) <input type="checkbox"/> Visas* <input type="checkbox"/> Employment/Licensing* <input type="checkbox"/> Challenge*	
Requesting Agency: District of Columbia Courts			Call-back Number: (202) 879-0496	Judge No.:	
Signature of Agent:					
IDENTIFICATION AND RECORDS DIVISION USE ONLY - (Check if applicable)					
<input type="checkbox"/> SUBJECT UNDER ARREST		<input type="checkbox"/> CORRECT COLOR CODE		Method of Request: <input type="checkbox"/> Mail <input type="checkbox"/> In Person <input type="checkbox"/> NILET <input type="checkbox"/> Telephone	
Request Received By:	Date and Time Received:	Date and Time Returned:	D. C. Code § 6-2276 IS QUOTED HERE FOR YOUR INFORMATION		
<p>It shall be an unlawful practice, punishable by a fine of not more than three-hundred dollars (\$300), or imprisonment for not more than ten (10) days, or both, for any person to require the production of and arrest record or any copy, extract, or statement thereof, at the monetary expense of any individual to whom such record may relate. Such "arrest records" shall contain only listings of convictions and forfeitures of collateral that have occurred within ten (10) years of the time at which such record is requested. (Dec. 13, 1977, D.C. Law 2-38, Title II, § 266, 24 DCR 6038).</p> <p>* I hereby authorize the release of my adult arrest record revealing convictions and forfeitures within the past ten (10) years.</p>					
Signature _____		Date _____			
RESULTS OF CRIMINAL HISTORY FILE SEARCH					
TO: Criminal History Users					
This request concerns information whose collection, dissemination, and use are conditioned and restricted by applicable federal and District of Columbia statutes, and policy of the Metropolitan Police Department. Continued assistance from this department is conditioned upon your strict adherence to these regulations.					
WARNING TO APPLYING AGENCIES: The Metropolitan Police Department does not guarantee either the accuracy of the record or that the individual whose record is furnished is actually the same individual whose record was requested. To obtain accuracy, the record of the Court involved should be examined. Positive identification can only be determined by comparable fingerprints. Records of arrests obtained from the Metropolitan Police Department as detailed on this form are for convictions and forfeitures for the past 10 years prior to the date of request of this record, exclusive of periods of imprisonment, if any. This record does not reflect any cases which may be currently pending before the Courts or cases where convictions have been set aside pending appeals.					
CHIEF OF POLICE					
Date of Arrest	Charge(s)	Disposition			
Documents Released:					
<input type="checkbox"/> Criminal History Record		<input type="checkbox"/> Photograph		<input type="checkbox"/> Other: _____	
<input type="checkbox"/> Prosecution Report		<input type="checkbox"/> Fingerprints		<input type="checkbox"/> Other: _____	

Date of Record Search: \_\_\_\_\_

Record Searched By: \_\_\_\_\_

Release Authorization: \_\_\_\_\_

DAVIS BACON ACT48 CFR 52.222-6

## 52.222-6 Davis-Bacon Act.

As prescribed in 22.407(a), insert the following clause:

## DAVIS-BACON ACT (JUL 2005)

(a) Definition. --Site of the work -- 1) Means --

(i) The primary site of the work. The physical place or places where the construction called for in the Contract will remain when work on it is completed; and

(ii) The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is --

(A) Located in the United States; and

(B) Established specifically for the performance of the Contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided --

(i) They are dedicated exclusively, or nearly so, to performance of the Contract or project; and

(ii) They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph (a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bid/offers and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the Contract was performed at that site and shall be incorporated without any adjustment in Contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to

#### APPENDIX 4

such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)(1) The Contracting Officer shall require that any class of laborers or mechanics, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

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

(iv) With respect to helpers, such a classification prevails in the area in which the work is performed.

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

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

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the

classification under this Contract from the first day on which work is performed in the classification.

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

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

(End of clause)

**HISTORY:**

[53 FR 4945, Feb. 18, 1988, as amended at 57 FR 44263, Sept. 24, 1992; 59 FR 67038, Dec. 28, 1994; 70 FR 33662, 33667, June 8, 2005].



	Rates	Fringes
FIRESTOPPER.....	\$ 26.81	5.98

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 of 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.

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BRDC0001-002 05/03/2015

	Rates	Fringes
BRICKLAYER.....	\$ 30.36	9.69

\* CARP0132-008 05/01/2015

	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Soft Floor Laying-Carpet.....	\$ 27.56	9.08

\* CARP1548-001 04/01/2015

	Rates	Fringes
MILLWRIGHT.....	\$ 31.99	9.28

\* CARP2311-003 05/01/2015

	Rates	Fringes
PILEDRIVERMAN.....	\$ 28.29	8.85

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ELEC0026-016 06/01/2015

	Rates	Fringes
ELECTRICIAN, Includes Installation of HVAC/Temperature Controls.....	\$ 42.80	15.33

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ELEC0026-017 09/01/2014

	Rates	Fringes
ELECTRICAL INSTALLER (Sound & Communication Systems).....	\$ 27.05	8.58

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.

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 ELEV0010-001 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 41.09	28.385+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.

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 IRON0005-005 06/01/2015

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	\$ 30.65	18.135

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 IRON0201-006 05/01/2015

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 27.50	18.58

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 LABO0657-015 06/01/2015

	Rates	Fringes
LABORER: Skilled.....	\$ 22.63	7.31

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, demolition.

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 MARB0002-004 05/03/2015

	Rates	Fringes
MARBLE/STONE MASON.....	\$ 35.19	15.72

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)

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 MARB0003-006 05/03/2015

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 26.75	10.28

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 MARB0003-007 05/03/2015

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 21.96	9.35

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 MARB0003-008 05/03/2015

	Rates	Fringes
TILE SETTER.....	\$ 26.75	10.28

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 MARB0003-009 05/03/2015

	Rates	Fringes
TILE FINISHER.....	\$ 21.96	9.35

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 PAIN0051-014 06/01/2014

	Rates	Fringes
GLAZIER		
Glazing Contracts \$2 million and under.....	\$ 24.77	9.85
Glazing Contracts over \$2 million.....	\$ 28.61	9.85

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 PAIN0051-015 06/01/2014

	Rates	Fringes
PAINTER		

Brush, Roller, Spray and  
Drywall Finisher.....\$ 24.89 9.05

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PLAS0891-005 07/01/2013

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

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PLAS0891-006 02/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 27.15	9.61

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PLAS0891-007 08/01/2014

	Rates	Fringes
FIREPROOFER		
Handler.....	\$ 16.50	4.24
Mixer/Pump.....	\$ 18.50	4.24
Sprayer.....	\$ 23.00	4.24

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.

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PLUM0005-010 08/01/2015

	Rates	Fringes
PLUMBER.....	\$ 39.67	16.60+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.

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PLUM0602-008 08/01/2015

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe Installation.....	\$ 38.89	19.97+a

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

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 ROOF0030-016 05/01/2015

	Rates	Fringes
ROOFER.....	\$ 28.50	11.04

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 SFDC0669-002 04/01/2015

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 32.40	18.12

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 SHEE0100-015 07/01/2015

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 39.79	16.77+a

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

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 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

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

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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)).  
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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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

**TAX REGULATIONS**

## D.C. MUNICIPAL REGULATIONS

## TITLE 9. TAXATION

## CHAPTER 4. SALES AND USE TAXES

## 9-438 (2005). CONSTRUCTION, REPAIR, OR ALTERATION OF REAL PROPERTY

438.1 Effective July 1, 1989, pursuant to the D.C. Revenue Amendment Act of 1989, landscaping services and landscaping construction shall be considered sales at retail as defined in D.C. Code § 47-2001 (n)(1). Therefore, the provisions of this section do not apply to landscaping services construction. (For regulations regarding these services, see § 473.)

438.2 As used in this section, the word "contractor" includes the term "subcontractor."

438.3 Under contracts in which the contractor agrees to sell materials used at an agreed price for those materials, or at the regular retail price, and to perform the work either for an additional price or on the basis of time consumed, the contractor is deemed to be a vendor making a taxable sale at retail within the meaning of the Act and is required to file returns, pay the tax, and collect reimbursement for the tax from the purchaser in the same manner as any other vendor.

438.4 In all cases covered by the provisions of § 438.3, the contractor is required to furnish a resale certificate to the registered vendor from which the contractor buys the material used, since that transaction constitutes a nontaxable sale for resale.

438.5 Under all contracts other than those subject to the provisions of § 438.3, and except as otherwise provided in this section, the contractor furnishing material and performing the work of affixing that material to real property so that the material becomes real property shall be deemed the purchaser (consumer) of the materials used and shall either reimburse the registered vendor (wholesaler or retailer) for the tax paid by that vendor, or file returns for the use or consumption of the materials and pay the tax as purchaser (consumer).

438.6 Examples of contracts subject to the provisions of § 438.5 are those in which the contractor agrees to furnish the following:

- (a) Materials and services for a lump sum;
- (b) Materials and services on a cost-plus basis; and
- (c) Materials and services with an upset or guaranteed price which may not be exceeded.

438.7 A contractor may, in certain instances, fabricate part or all the articles which the contractor uses in construction work. For example, a sheet metal contractor may partly or wholly manufacture roofing, cornices, gutter pipe, furnace pipe, ventilation ducts, or other such items from sheet metal which that contractor purchases, and use these articles, pursuant to a contract for the construction or improvement of real property. In such instances, the contractor is either a vendor within the meaning of § 438.3 or a consumer within the meaning of § 438.5.

438.8 If a contractor enters into a construction contract with a semipublic institution holding a valid exemption certificate, or with the United States or District government or instrumentalities of those governments, that contractor may purchase materials and supplies which are to be

physically incorporated in and become real property without payment of the tax and shall not charge sales or use tax to the semipublic institution, government, or governmental instrumentality.

438.9 In the case of purchases exempt under § 438.8, the contractor shall furnish suppliers with a purchaser's certificate in the following prescribed form (Contractors may adapt this form for their use):

CONTRACTOR'S EXEMPT PURCHASE CERTIFICATE

(1) I hereby certify that I am engaged in the performance of a construction contract on a project for the following named exempt agency or organization; or agency or instrumentality of the United States or District government; or the semipublic institution (state which): \_\_\_\_

(2) \_\_\_\_ (Name and address of organization, government entity, or institution)

(3A) The organization holds Exemption Certificate No. \_\_\_\_, which was issued by the Deputy Chief Financial Officer, or

(3B) The agency is, to the best of my knowledge and belief, exempt from the Sales and Use Tax because it is an agency or instrumentality of the United States or District Government or instrumentalities thereof, or semipublic institutions in accordance with § 438.8 (state which): \_\_\_\_

(4) This certificate is issued to cover all purchases of materials and supplies to be physically incorporated in and become a permanent part of the project referred to above.

Registration No. \_\_\_\_ (Print No. or "None")

Date: \_\_\_\_

Place: \_\_\_\_

Signed: \_\_\_\_ (Written Signature of Contractor)

\_\_\_\_ (Name of Firm)

\_\_\_\_ (Address of Firm)

NOTE: THE SELLER MUST PRESERVE THIS CERTIFICATE

438.10 If a contractor is unable to designate the exact amount of materials and supplies to be covered by the exempt purchase certificate, that contractor may estimate the amount of such purchases.

438.11 The contractor shall be held strictly accountable for any use tax due to the District on the amount of purchases if there is any use of the materials other than incorporation of the materials into the real property of the exempt semi-public institution or government agency.

438.12 The contractor shall maintain adequate records to support the use of materials and supplies purchased with exempt purchase certificates and to show the disposition of all materials and supplies purchased by the contractor with exempt purchase certificates.

438.13 If a contractor uses materials or supplies in the construction, repair, or alteration of real property for an exempt semipublic institution or government agency, and that contractor has already paid the sales or use tax on those materials or supplies at the time of purchase, the contractor may deduct the purchase price of the same on the next monthly return as an adjustment.

438.14 This section does not apply to contracts in which the contractor acts as a vendor of tangible personal property in the same manner as other vendors and is required to install that tangible personal property. In such instances, the contract will not be regarded as one for improving, altering, or repairing real property, even though the tangible personal property is installed in real property. A person performing this type of contract is primarily a retailer of tangible personal property and should segregate the full retail selling price of that property from the charge for installation, as the tax applies only to the retail price of the property. If the retail selling price is not segregated, the tax applies to the entire contract price, including the installation charge which should be reported in the contractor's gross receipts. Reimbursement for those charges should be collected by the contractor from the purchaser.

438.15 Under a time and materials contract, where the contractor sells labor or service for one price and charges a separate and additional price for the materials, the contractor is deemed to be a vendor making a taxable sale at retail within the meaning of the Act and is required to collect tax reimbursement from the customer, file returns, and pay the tax, the same as any other vendor.

438.16 A time and materials contract is the only type of contract that permits a contractor to furnish a Certificate of Resale to a supplier. A Certificate of Resale cannot be used to purchase materials and supplies under any other type of construction contract.

438.17 If a time and materials contract is performed in the District for a private business or individual, the District sales tax must be added to the contract sales price of the material. If the contract is with an exempt organization, the contract price of the material is not taxable and no tax reimbursement can be charged.

438.18 In lump-sum, cost-plus, and guaranteed-price contracts, the contractor is the user or consumer of the materials purchased. When the contract is with a private business or individual, all of the materials and supplies purchased are Subject to tax. The contractor must either pay the sales tax reimbursement to his supplier or he must pay the use tax directly to the District.

438.19 Contracts with the United States government, the District government, or with a semipublic institution holding a Certificate of Exemption issued by the Department, permit the contractor to buy tax-free only those materials which are to be physically incorporated in and made a part of real property.

438.20 To buy tax-free materials for the types of contracts listed in § 438.19, the contractor should not use the Certificate of Resale, but should use the Contractor's Exempt Purchase Certificate prescribed in this chapter.

438.21 Any materials and supplies which do not actually become a physical part of (and remain in) the finished job are subject to tax. This is true even if the materials which do not become a physical part of (and remain in) the finished job are completely consumed.

438.22 The following list does not include every item subject to tax under § 438.21, but is intended to indicate the nature of items subject to tax: concrete curing paper, nails, form ties, acetylene, oxygen, knee boots, concrete chutes, hose couplings, electricity, rope, crayons, fuel oil, form lumber, metal forms, small tools, repair parts for equipment, office equipment and supplies, fencing materials (wire, wood), or rentals of any type of tangible personal property.

438.23 Materials used in contracts with foreign governments and public utilities are not exempt and are subject to the tax even if they are incorporated in the real property.

438.24 Suppliers shall collect tax reimbursement on all sales to contractors which are not covered by either a Certificate of Resale or a Contractor's Exempt Purchase Certificate.

438.25 When the contractor furnishes the supplier with a Contractor's Exempt Purchase Certificate, the certificate does not relieve either the contractor or the supplier from tax liability on materials and supplies sold to the contractor which are not physically incorporated in the job covered by the certificate. Materials or supplies which, by their nature cannot be physically incorporated in the job are taxable, and the supplier is responsible for collection of the tax.

438.26 Whenever a contractor purchases any materials, supplies or equipment, (either in or outside the District of Columbia) which are subject to the District Sales or Use Tax, and on which the tax reimbursement has not been paid to the supplier, the contractor must file a Use Tax Return with the District as required by the Act.

CDCR 9-438

DC COURTS TAX EXEMPTION CERTIFICATE

FORM FR-351 (5/82)

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
 Department of Finance and Revenue  
 Audit, Compliance and Investigation Administration

**CERTIFICATE OF EXEMPTION**  
 ISSUED PURSUANT TO DISTRICT OF COLUMBIA SALES AND USE TAX ACTS



THIS CERTIFIES THAT

DISTRICT OF COLUMBIA COURTS  
 500 Indiana Avenue N. W. Rm. 1500  
 Washington, D. C. 20001

IS ENTITLED TO EXEMPTION FROM THE DISTRICT OF COLUMBIA SALES AND USE TAX UNDER AUTHORITY OF THE DISTRICT OF COLUMBIA SALES AND USE TAX ACTS

CERTIFICATE NUMBER: 9199 46164 05

DATE ISSUED: MO. 02 DAY 07 YR. 85

THIS CERTIFICATE IS NONTRANSFERABLE

*Carolyn S. Smith*  
 DIRECTOR

82-2678-P

**D.C. COURTS GENERAL CONTRACT PROVISIONS**

**(APRIL 2007)**

**D.C. COURTS GENERAL CONTRACT PROVISIONS**

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**1. Definitions.**

The term "Contracting Officer" shall mean the Executive Officer of the District of Columbia Courts or her or his authorized representative. The term "Court" shall, depending on how that term is defined elsewhere in this contract, mean the Superior Court of the District of Columbia, the District of Columbia Court of Appeals or the District of Columbia Court System. If the Contractor is an individual, the term "Contractor" shall mean the Contractor, his or her heir(s), executors and administrators. If the Contractor is a corporation, the "Contractor" shall mean the Contractor and its successor. The term "District of Columbia government" shall mean all the branches of the government of the District of Columbia, including the District of Columbia Courts.

**2. Changes.**

The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes in this 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, may, in his or her discretion receive, consider and adjust any such claim asserted at any time prior to the final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined in accordance with Clause 18. Nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

**3. Transfers.**

This contract or any interest herein shall not be transferred by either the Court or the Contractor except upon written permission of the other party.

**4. Waiver.**

The waiver of any breach of this contract will not constitute a waiver of any subsequent breach thereof, nor a waiver of this contract.

**5. Indemnification (Revised 11/24/08).**

(a) The Contractor shall indemnify and save harmless the Court and its officers, agents and employees from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits and expenses incidental thereto (including the cost of defense and attorneys' fees) resulting from, arising out of, or in any way connected to any act, omission or default of the Contractor, its officers, agents, employees, servants or its subcontractors, or any other person acting for or by permission of the Contractor in the performance of this contract, regardless of whether or not any damage resulting from the Contractor's act, omission or default is caused in part by the Court. 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 Court 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.

(b) The indemnification obligation under this clause 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 Court agrees to give Contractor written notice of any claim of indemnity under this clause. 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 Court is required in connection with the settlement. Monies due or to become due the Contractor under the contract maybe retained by the District as necessary to satisfy any outstanding claim which the District may have against the Contractor.

(c) The Contractor shall indemnify and save harmless the Court and its officers, agents, Servants and employees from liability of any nature or kind, including costs and expenses, for or on account of the use of any patented or unpatented invention, item or process, manufactured or used in the performance of this contract, including their use by the Court, unless otherwise specifically stipulated in the contract.

(d) The Contractors hall indemnify and save harmless the Court and its officers, agents, Servants and employees against any claim for copyright infringement relating to any work produced, used or delivered under this contract.

## **6. Patents and Copyrights.**

(a) The Contractor shall not make application for a patent or copyright on any invention, item or process produced under this contract except with the written permission of the Court. The Court shall have an irrevocable nonexclusive royalty free license with the right to sublicense in any invention conceived or first actually reduced to practice in the course of or under this contract or any subcontract thereunder.

(b) All reports, programs, manuals, discs, tapes, card desks, listing, and other materials prepared by or worked upon by the Contractor's employees under this Agreement shall belong exclusively to the Court.

(c) Contractor agrees not to publish or disclose any material first prepared under this Agreement without prior permission of the Court.

(d) Contractor will not knowingly include any work copyrighted by others in any material prepared under this Agreement unless it obtained either prior permission from the Court or an irrevocable royalty free license for the Court in such work.

(e) Contractor agrees to give the Court all assistance reasonably required to protect the rights defined in these provisions.

**7. Covenant Against Contingent Fees.**

The Contractor warrants that no person or 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 a bona fide employee or agency maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Court shall have the right to terminate this 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.

**8. 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.

**9. 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.

**10. Inspection Of Supplies.**

(a) "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 Court 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 Court covering supplies under this contract and shall tender to the Court 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 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 Court during contract performance and for as long afterwards as the contract requires. The Court 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 Court 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 Court will perform inspections and tests in a manner that will not unduly delay the work. The Court 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 Court 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 Court will bear the expense of Court inspections or tests made at other than Contractor's or subcontractor's premises; provided, that in case of rejection, the Court 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 reinspection or retest necessary.

(f) The Court 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 Court 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 Court 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.

(i) If this contract provides for the performance of Court quality assurance at source, and if requested by the Court, 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 Court inspection.

(j) The Court request shall specify the period and method of the advance notification and the Court representative to whom it shall be furnished. Requests shall not require more than 2 business days of advance notification if the Court representative is in residence in the Contractor's plant, nor more than 7 business days in other instances.

(k) The Court will accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Court failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the Court, for non-conforming supplies.

(l) Inspections and tests by the Court 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 Court, 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 Court 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 Court thereby.

## **11. Inspection Of Services.**

- (a) "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 Court covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Court during contract performance and for as long afterwards as the contract requires.
- (c) The Court 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 Court will perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Court 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 Court 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 Court 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 Court may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Court that is directly related to the performance of such services, or (2) terminate the contract for default.

## **12. Payment.**

The Court shall pay the Contractor for services performed by the Contractor in the manner set forth in this contract, at the rate prescribed upon the submission by the Contractor of proper invoices or time statements, at the time provided for in this contract, to the Budget and Finance Division for contracts involving the Superior Court of the District of Columbia or the Court System, or to the Clerk of the District of Columbia Court of Appeals for contracts involving the District of Columbia Court of Appeals.

## **13. Taxes.**

The District of Columbia Courts are exempt from and will not pay Federal Excise Tax, Transportation Tax, and the District of Columbia Sales and Use Taxes.

**14. Appointment of Attorney (Revised 11/24/08).**

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 or her 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 contractor the work required or performed hereunder.

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.

**15. Termination for Default.**

(a) The Contracting Officer may, subject to the provisions of paragraph (c) below, by written notice to the Contractor, terminate the whole or any part of this contract for any of the following reasons:

- (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 Contracting Officer terminates this contract in whole or in part as provided in paragraph (a) of this clause, the Contracting Officer may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Court 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.

(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 Court, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the Court, 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 Court has an interest. Payment for completed supplies delivered to and accepted by the Court will be at the contract price. Payment for manufacturing materials delivered to and accepted by the Court 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 **Disputes** clause of this contract. The Court 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 Court 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 Court, be the same as if the notice of termination had been issued pursuant to such clause.

(f) The rights and remedies of the Court 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 term "subcontractor(s)" means subcontractor(s) at any tier.

## **16. Termination for Convenience of the Court.**

(a) The Court 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 Court's interest. The Contracting Officer shall terminate by delivering to the Contractor a written 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.
- (4) Assign to the Court, as directed by the Contracting Officer, all rights, title and interest of the Contractor under the subcontracts terminated, in which case the Court 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 Court (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 Court.
- (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 Court 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 Court 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 Court to remove those items or enter into an agreement for their storage. Within fifteen (15) days, the Court 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 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 Court (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

(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 Court 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 Court 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 Court 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 Court 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 Court.

(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 Court 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 Court 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 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 Court, 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. 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 clause, 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.

**18. Protests and Disputes.**

Any protest or dispute arising under or out of this contract is subject to the provisions of Chapter 8 of the Procurement Guidelines of the District of Columbia Courts (August 2003 or subsequent modifications).

**19. Independent Contractor Relationship.**

It is expressly understood and agreed that the professional technical personnel assigned by the Contractor to work under this contract are the Contractor's employees or agents. Under no circumstances are such individuals to be considered Court employees or agents. Contractor and its employees shall be considered in an independent contract relationship with the Court at all times.

**20. Security.**

Contractor agrees that its employees shall treat as strictly confidential, all information received as a result of the performance of this contract. Such information will not, except as required by law, be disclosed to anyone outside of the Court's organization during the period of this contract or thereafter.

**21. Officials not to Benefit.**

Unless a determination is made as provided herein, no officer or employee of the District of Columbia government shall be admitted to any share or part of this contract or to any benefit arising therefrom, and any contract made by the Contracting Officer or any Court employee authorized to execute contracts in which they or an employee of the Court will be personally interested shall be void, and no payment shall be made thereon by the Court or any officer thereof, but this provision shall not be construed to extend to this contract to the extent that this contract is made with a corporation for the corporation's general benefit. A District employee shall not be a party to a contract with the Court 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 Court that there is a compelling reason for contracting with the employee, such as when the Court's needs cannot reasonably otherwise be met.

## **22. Retention and Examination of Books.**

The Contractor shall retain all books, records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of three 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 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, Court, or other personnel duly authorized by the Contracting Officer.

The Contracting officer, or his or her duly authorized representative 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 this contract.

## **23. Recovery of Debts Owed the Court.**

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

## **24. Appropriation of Funds.**

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

## **25. Non-Discrimination in Employment.**

(a) The Contractor shall not discriminate in any manner against an 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, family responsibilities, genetic information, disability, matriculation, or political affiliation, as these terms are defined in the District of Columbia Human Rights Act, as amended (D.C. Official Code § 2-1401.02). The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation or political affiliation. The affirmative action shall include, but not be limited to the following: employment, upgrading, or transfer; recruitment or recruitment advertising; demotion, layoff, or termination; rates of pay, or other forms of compensation; and selection for training and apprenticeship.

(b) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions in paragraph (a) of this clause.

(c) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation or political affiliation.

(d) The Contractor agrees to send each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising each labor union or worker's representative of the commitment Contractor has made pursuant to paragraph n (a) of this clause.

(e) The Contractor agrees to permit the Contracting Officer or his or her designated representative access to the Contractor's books, records, and accounts, pertaining to its employment practices for purposes of investigation to ascertain compliance with the provisions contained in this clause.

(f) The Contractor shall include in every subcontract the provisions contained in paragraphs (a), (b), (c), (d) and (e) of this clause so that such provisions will be binding upon each subcontractor.

## **26. Buy American Act.**

(a) The Buy American Act (41 U.S.C. §10a) provides that the District of Columbia give preference to domestic end products. "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 un-manufactured 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 subparagraphs (b)(3) or (4) 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) For which the Court determines the cost to be unreasonable;

(3) For which the Court determines that domestic preference would be inconsistent with the public interest; or

(4) That the Court determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

**27. 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.*). "Contractor," as used in this clause, means the prime Contractor or any subcontractor at any tier. "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 Part 541) engaged in performing a Court 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 or subcontractor.

(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 (29 CFR Part 4). All interpretations of the Act in Subpart C of 29 CFR Part 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 Part 4.

(c) Compensation. (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)(A) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee 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 (c).

(B) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. 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), U.S. 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.

(C) 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 Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(D)(i) 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.

(ii) 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 paragraph (c), 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 subparagraph (c)(2)(B) of this clause need not be followed.

(iii) 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.

(E) The wage rate and fringe benefits finally determined under subparagraph (c)(2) of 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 and/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;

(F) Upon discovery of failure to comply with subparagraph (c)(2) of 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 the Wage and Hour Division.

(d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor shall pay any service or other employees performing work under 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 or any subcontractor of any other legal or contractual obligation to pay a higher wage to any employee.

(f) 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, neither the Contractor nor the subcontractor shall pay any service employee performing this contract less than the wages and fringe benefits, including those accrued and any prospective increases, provided for under that agreement. No Contractor or subcontractor may be relieved of this obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing under 29 CFR 4.10, that the wages and fringe 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/or 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/or 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.

(g) Notification to employees. The Contractor and any subcontractor shall notify each service employee commencing work on this contract of the minimum wage and any fringe benefits required to be paid, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and sanitary working conditions. The Contractor or subcontractor 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 or subcontractor that are unsanitary, hazardous, or dangerous to the health or safety of service employees. The Contractor or subcontractor shall comply with the health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor 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:

(A) For each employee subject to the Act:

(i) Name, address and social security number;

(ii) 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;

(iii) Daily and weekly hours worked; and

(iv) Any deductions, rebates, or refunds from total daily or weekly compensation.

(B) 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) of this clause. A copy of the report required by subparagraph (c)(2)(B) of this clause will fulfill this requirement.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) 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.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) 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.

(k) Withholding of payments and termination of contract. The Contracting Officer shall withhold from the prime Contractor under this or any other Court contract 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 of the Contractor or subcontractor. 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 Court may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

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

(m) 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.

(n) 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 Court 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 Court contract under section 5 of the Act. The penalty for making false statements is prescribed in the D.C. Code § 22-2405.

(o) 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) 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 parts 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) 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.

(2) 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.

(3) The Administrator may also withdraw, annul, or cancel such certificates under 29 CFR parts 525 and 528.

(p) Tips. 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 part 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.

## **28. WALSH-HEALEY PUBLIC CONTRACTS ACT:**

(a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

## **29. Governing Law.**

This contract shall be governed by the laws of the District of Columbia both as to interpretation and performance.

## **30. 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 Court 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.

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

48 CFR 52.222-4

52.222-4 Contract Work Hours and Safety Standards Act -- Overtime Compensation.

As prescribed in 22.305, insert the following clause:

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME COMPENSATION  
(JUL 2005)**

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least one and one-half (1-1/2) times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10.00 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard work week of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records. (1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until three (3) years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

**HISTORY:**

51 FR 12293, Apr. 9, 1986; 60 FR 34761, July 3, 1995, as confirmed at 61 FR 39189, 39190, July 26, 1996; 65 FR 46064, 46067, July 26, 2000; 70 FR 33662, 33667, June 8, 2005]

**DISTRICT OF COLUMBIA COURTS  
JOINT COMMITTEE ON JUDICIAL ADMINISTRATION  
PERSONNEL POLICIES**

**APPENDIX 9**

**SEXUAL HARASSMENT**

**POLICY NO.  
605**

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**605 Policy.** It is the policy of the District of Columbia Courts (the “Courts”) that all employees are entitled to a work environment free of harassment or intimidation. This policy includes sexual harassment, which is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964, as amended.

It is the Courts’ policy that sexual harassment is unacceptable conduct, will not be tolerated or condoned and may form the basis of disciplinary action.

Unwelcomed or unwanted conduct of a sexual nature, either verbal or physical, constitutes sexual harassment when: (1) submission to or rejection of this conduct is used, explicitly or implicitly, as a factor in any employment decision, including hiring, evaluation, or promotion; (2) this conduct unreasonably interferes with an individual’s performance; or (3) creates an intimidating, hostile, or offensive work environment whether or not the conduct is specifically directed against a particular individual. Such behavior is unacceptable in the workplace and in other work-related settings, such as business trips and business-related social events.

All managers and supervisors will be held responsible for taking appropriate measures to ensure that the work place is free from sexual harassment and that appropriate action is taken when allegations of violations of this policy are brought to their attention.

**606 Definition.**

Sexual harassment is verbal or physical conduct that includes:

- A. Unwelcomed sexual advances;
- B. Requests for physical conduct of a sexual nature; and
- C. Any written, verbal or physical conduct of a sexual nature when:
  - 1. submission to such conduct is made wither explicitly or implicitly a term or condition of an individual’s employment;
  - 2. submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individuals; or
  - 3. such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.

**DISTRICT OF COLUMBIA COURTS  
JOINT COMMITTEE ON JUDICIAL ADMINISTRATION  
PERSONNEL POLICIES**

**APPENDIX 9**

**SEXUAL HARASSMENT**

**POLICY NO.  
605**

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In the context of the above, sexual harassment includes, but is not limited to the following behaviors: requests for sexual favors; the use of threats or force to obtain sexual favors; sexual propositions (implied or expressed); sexually suggestive comments and inappropriate sexually-oriented comments on appearance, including dress or physical features; sexually-oriented teasing or joking; jokes about gender-specific traits; unwelcome or uninvited touching, patting, or grabbing or another's body; obscene spoken or written language; obscene gestures; and display of offensive or obscene printed or visual material.

This policy applies to court employees when they are conducting Court business and dealing with others while at work or at work-related social functions.

607 Guidelines.

- A. All employees are entitled to a work environment free of harassment or intimidation. Sexual harassment is a form of discrimination that is illegal and will not be tolerated.
- B. Court employees must not subject other employees, contractors, consultants, volunteers, applicants, or any member of the public to sexual harassment. A court employee who is found to have engaged in sexual harassment will be subject to appropriate disciplinary action, which may include dismissal.
- C. Sexual harassment of court employees by contractors, consultants, contractors, their employees who conduct business with the Court, or individuals who receives services from the Courts will not be tolerated, and may result in denial of contracting privileges.
- D. Managers and supervisors must take appropriate measures to ensure that employees under their supervision or direction are provided a work environment free of sexual harassment. Appropriate measures include, but are not limited to: informing employees about the Court's sexual harassment policy; intervening as soon as an issue or complaint regarding sexual harassment is brought to the supervisor's attention; and providing opportunities for employees to attend current training sessions on sexual harassment.
- E. Managers and supervisors who become aware of alleged sexual harassment must report the information to their division head, or applicable Clerk of the Court, or the Executive Officer.

**DISTRICT OF COLUMBIA COURTS  
JOINT COMMITTEE ON JUDICIAL ADMINISTRATION  
PERSONNEL POLICIES**

**APPENDIX 9**

**SEXUAL HARASSMENT**

**POLICY NO.  
605**

- 
- F. An employee who witnesses or has knowledge of such conduct should report it to his/her manager or supervisor, or the division head, or Director of Human Resources, or to the Equal Employment Opportunity Officer.
  - G. The use of threats or other means to retaliate against another who resists harassment, reports the alleged harassment to another, participates or cooperates in an investigation of a complaint of sexual harassment or files a complaint about alleged harassment is prohibited.
  - H. Advice and counseling concerning sexual harassment may be obtained from the Director of Human Resources or the Equal Employment Opportunity Officer.

**608**    Procedure.

A. Filing and Investigation of Complaints

1. An employee who is subject to sexual harassment should promptly bring the matter to the attention of his/her supervisor. If the supervisor is a party to the alleged harassment, or if the supervisor does not wish to discuss the matter with the supervisor, the employee must bring it to the attention of the division head, the Director of Human Resources or the Equal Employment Opportunity Officer. All complaints will be processed according to Policy 600, et. Seq., of the comprehensive Personnel Policies, which policy includes the requirement that the complaint be filed with the EEO Office within 120 days of the date of the alleged discriminatory act, or the date the employee became aware of the act or its discriminatory nature.

2. The supervisor of a complainant must document information relevant to the complaint, including the date and substance of the complaint and the names of individuals who were involved or who witnessed the incident(s). The supervisor must notify his/her division head, the Director of Human Resources, or refer the matter to the Equal Employment Opportunity Officer for investigation if the matter is not investigated and resolved at the level reported. The supervisor may investigate the complaint and attempt to resolve it informally if agreed to by the Complainant. Informal resolution is appropriate only if the essential facts of the complaint are undisputed and both the victim and alleged perpetrator of the harassment agree to informal resolution. If attempts at informal resolution are unsuccessful, the complaint must be referred to his/her division head, the Director of Human Resources or the Equal Employment Opportunity Officer.

**DISTRICT OF COLUMBIA COURTS  
JOINT COMMITTEE ON JUDICIAL ADMINISTRATION  
PERSONNEL POLICIES**

**APPENDIX 9**

**SEXUAL HARASSMENT**

**POLICY NO.  
605**

---

3. A complaint brought to the attention of the Equal Employment Opportunity Officer may be oral or written and may be brought by any person having knowledge of the harassment.

4. Every effort will be made to maintain the confidentiality of the information provided in connection with a sexual harassment complaint, and to protect the privacy of the individuals involved. Information about the investigation will be given only to those persons who have a "genuine need to know" the information because of their role in the investigation or those who are legally entitled to the information.

**B. Corrective Action.**

1. The Courts' Comprehensive Personnel Policies, at Policy 1000, considers a willful violation of the laws against sexual harassment to be a Level II offense, with its companion levels of discipline.

2. Each supervisor, up through the division head, is responsible for taking appropriate corrective action to resolve the complaint, according to the Comprehensive Personnel Policies, at Policy 1000.

3. The Equal Employment Opportunity Officer is authorized to review all complaints to assure that each complaint is resolved according to the Courts' Comprehensive Personnel Policies and its policy against sexual harassment. The Equal Employment Opportunity Officer shall submit an annual report of sexual harassment complaint activity to the Executive Officer.

**609 Education and Training.**

A. The Courts will provide ongoing educational and training programs to inform employees and supervisory management about sexual harassment, how to prevent incidents, and how to identify and deal with complaints of sexual harassment. Management training in the area of the Courts' sexual harassment policy is mandatory for all of the Courts' supervisory personnel.

B. This policy must be provided to all employees and be made available to the public.

Approved July 21, 1999

TO OWNER District of Columbia Courts PROJECT:  
 Capital Projects and Facilities Management Division  
 616 H Street, NW Room 6th Floor  
 Washington, DC 20001  
 FROM CONTRACTOR: VIA CONST. MANAGER:

CONTRACT FOR: Replace Motor Control Centers - HCMCB & 510 4th St.

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.  
 Continuation Sheet, is attached.

- 1. ORIGINAL CONTRACT SUM \$ 0.00
- 2. Net change by Change Orders \$
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$
- 4. TOTAL COMPLETED & STORED TO \$ 0.00
- 5. RETAINAGE:
  - a. 0 % of Completed Work \$ 0.00
  - b. % of Stored Material \$
  - Total Retainage (Lines 5a + 5b) \$ 0.00
- 6. TOTAL EARNED LESS RETAINAGE \$ 0.00  
 (Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 0.00
- 8. CURRENT PAYMENT DUE \$ 0.00
- 9. BALANCE TO FINISH, INCLUDING RETAINAC (Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

PAYMENT APPLICATION NO: 0 Distribution to:  
 OWNER  
 CM  
  
  
  
 PERIOD TO: 00/00/0000  
 CPFMD NO.: 16-0902

CONTRACT DATE: Construction Services

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Applications for Payment were made and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: \_\_\_\_\_ Date: 00/00/0000

State of: \_\_\_\_\_ County of: \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
 Notary Public: \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

**RECOMMENDATION FOR PAYMENT**

The Quality Assurance Manager and the Construction Manager, based on on-site observations and the data comprising the application, verify to the best of their knowledge, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and recommend payment to the Contractor of the amount requested on Line 8.

Quality Assurance By: \_\_\_\_\_ Date: \_\_\_\_\_

Construction Manager By: \_\_\_\_\_ Date: \_\_\_\_\_

**APPROVAL FOR PAYMENT**

District of Columbia Courts  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

**ANTI-COLLUSION STATEMENT**

**TO ALL BIDDERS/OFFERORS:**

**THIS STATEMENT MUST BE EXECUTED AND RETURNED WITH BID/PROPOSAL DOCUMENTS.**

In the preparation and submission of this bid/proposal on behalf of \_\_\_\_\_ (name of vendor), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS, Sections 1 et seq.

The undersigned vendor hereby certifies that this agreement, or any claims resulting therefrom, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and that no person acting for, or employed by the D.C. Courts has an interest in, or is concerned with this proposal; and that no persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

BY: \_\_\_\_\_

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
BUSINESS ADDRESS

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Notary Public

**ATTACHMENT B**

**CERTIFICATION OF ELIGIBILITY**

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

\_\_\_\_\_, being duly sworn, or under penalty of perjury under the laws of the United States, certifies that, except as noted below, (the company) or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any Federal, District or State statutes; has not been suspended, debarred voluntarily excluded or determined ineligible by any Federal, District, or State agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted; or has 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 bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
President or Authorized Official

\_\_\_\_\_  
Title

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Notary Seal

\_\_\_\_\_  
Notary Public

**CERTIFICATION REGARDING A DRUG-FREE WORKPLACE**

A. Definition as used in this provision:

“Controlled substance” means a controlled substance as defined in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) and as further defined in the regulation at 21 CFR 1308.11 - 1308.15.

“Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

“Drug free workplace” means a site for the performance of work done in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance.

“Employee” means an employee of a Contractor directed engaged in the performance of work under a D.C. Courts contract.

“Individual” means a bidder/offeror that has no more than one employee including the bidder/offeror.

B. By submission of its bid/offer, the bidder/offeror, if other than an individual who is making a bid/offer that equals or exceeds \$25,000.00, certifies and agrees that with respect to all employees of the bidder/offeror to be employed under a contract resulting from this solicitation will:

- (1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor’s work place and specifying the actions that will be taken against employees for violation of each prohibition;
- (2) Establish a drug-free awareness program to inform such employees about:
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The Contractor’s policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (B), (1) of this provision;
- (4) Notifying such employees in the statement required by subparagraph (b), (1) of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will:
  - (i) Abide by the terms of the statement; and

- (ii) Notify the employer of any criminal drug statue conviction for violation occurring in the work place no later than five (5) days after such conviction;
  - (5) Notify the Contracting Officer within ten (10) days after receiving notice under subdivision (B), (4), (ii) of this provision from an employee or otherwise receiving actual notice of such conviction;
  - (6) Within thirty (30) days after receiving notice under subparagraph (B), (4) of this provision of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the work place:
    - (i) Take appropriate personnel action against such employee up to and including termination; or
    - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State, or local health, law enforcement or other appropriate agency; and
  - (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (B), (1) through (B), (6) of this provision.
- C. By submission of its bid/offer, the bidder/offeror, if an individual, who is making a bid/offer of any dollar value, certifies and agrees that the bidder/offeror will not engage in the unlawful manufacture distribution, dispensing, possession or use of a controlled substance in the performance of the contract resulting from this solicitation.
- D. Failure of the bidder/offeror to provide the certification required by paragraphs (B) or (C) of these provisions, renders the bidder/offeror unqualified and ineligible for award.
- E. In addition to other remedies available to the D.C. Courts, the certification in paragraphs (B) and (C) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**Concurrence:**

**AUTHORIZED CONTRACTOR PERSONNEL**

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

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

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

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

ATTACHMENT D

**TAX CERTIFICATION AFFIDAVIT**

For all bids/offers over 100,000.00, the following affidavit is required:

\_\_\_\_\_, 20 \_\_\_\_\_.

I hereby certify that:

1. I have complied with the applicable tax law fillings and licensing requirements of the District of Columbia.

2. The following information is true and correct concerning the payment of my tax liability:

State: \_\_\_\_\_  Current  Not Current  
Unemployment Insurance \_\_\_\_\_  Current  Not Current

3. If not current, as checked in Item 2, I am in compliance with a payment agreement with the Department of Finance and Revenue  Yes  No, and/or the Department of Employment Services  Yes  No.

4. My tax numbers are as follows:

D.C. Employer Tax ID No.: \_\_\_\_\_  
Unemployment Insurance Account No.: \_\_\_\_\_  
D-U-N-S No.: \_\_\_\_\_

The D.C. Courts is hereby authorized to verify the above information with appropriate Government authorities. Penalty of making false statements is a fine of not more than \$1,000.00, imprisonment for not more than one (1) year or both, as prescribed in D.C. Code Sec. 22-2514. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Code Sec. 22-2513.

\_\_\_\_\_  
Signature of Person Authorized to Sign  
This Document

\_\_\_\_\_  
Title

\_\_\_\_\_  
Typed or Printed Name

Name of Organization \_\_\_\_\_

Notary: Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_, 20 at \_\_\_\_\_  
Month and Year at City and State

DISTRICT OF COLUMBIA COURTS

RELEASE OF CLAIMS

The undersigned Contractor, pursuant to the term of Contract No. between the District of Columbia Courts herein referred to as the "Courts" and

\_\_\_\_\_ herein  
(Name of Contractor)

referred to as the "Contractor" for (type of service):

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

Located at: \_\_\_\_\_  
\_\_\_\_\_

1. The Contractor hereby certified that there is due and payable by the Courts to the Contractor under the contract and fully approved modifications the balance of:  
  
\$ \_\_\_\_\_.
  
2. The Contractor further certified that in addition to the amount set forth in paragraph 1 above, there are outstanding and unsettled the following items which the Contractor claims are just and due and owing by the Courts to the Contractor:  
  
(a) \_\_\_\_\_  
(b) \_\_\_\_\_  
(c) \_\_\_\_\_  
(d) \_\_\_\_\_  
(Itemize claims and amounts due. If none, so state)
  
3. The contractor further certified that all work required under this contract including work required under all modifications has been performed in accordance with the terms thereof and that there are no unpaid claims for materials, supplies, equipment, or service.
  
4. Except for the amounts stated in paragraph 1 and 2 above, the Contractor certifies that it has received from the Courts all sums of money pursuant to the above mentioned contract and any modifications.

5. That in consideration of the payment of the amount stated in paragraph 1 above, the Contractor does hereby release the Courts from any and all claims arising under or by virtue of this contract. Except the amount listed in paragraph 2 above, provided however, that if for any reason the Courts does not pay in full the amount stated in paragraph 1 above, said deduction shall not affect the validity of this release. But the amount so deducted shall be automatically included under paragraph 2 above, as an amount which the Contractor has not released but will release upon payment thereof. The Contractor further certifies that upon receipt of the payment of the amount listed in paragraph 2 above, and any amount with may be deducted from paragraph 1 above, the Contractor will release the Courts from any and all claims arising out of the above contract or any modifications thereof, and will execute such further release or assurance as the Courts may request.

In WITNESS WHEREOF, the Contractor has signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**WITNESS:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_  
(Print of Type) (Seal)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Official Title)

\_\_\_\_\_

**PAYMENT TO SUBCONTRACTORS AND SUPPLIERS CERTIFICATE**

The Contractor, prior to receiving a progress payment, shall submit to the Contracting Officer certification that the Contractor has made and will make timely payments to his subcontractors and suppliers per his 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.

To:

**Dr. Cheryl R. Bailey**  
**Contracting Officer**  
**Capital Projects and Facilities Management Division**  
**616 H Street, NW**  
**Suite 622**  
**Washington, D.C. 20001**

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

**ETHICS IN PUBLIC CONTRACTING**

- A. To achieve the purpose of this section, all employees and persons doing business with the Court shall be required to observe the ethical standards prescribed herein. The Executive Officer shall make available and disseminate to every person doing business with the Court, and to every Court managerial employee with procurement responsibilities, the requirements of this section.
  
- B. It shall be a breach of ethical standards for any employee to participate directly or indirectly in a procurement when the employee knows that the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement. When a Court employee knows that he or she has an actual or potential conflict of interest, or when the Executive Officer has determined that an actual conflict of interest exists, such employee shall be disqualified from the procurement involved.
  
- C. It shall be a breach of ethical standards for person to offer, give, or agree to give any employee or former employee, or for any employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of procurement.
  
- D. It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or higher tier subcontractor, as an inducement for the award of a subcontract or order.
  
- E. It shall be a breach of ethical standards for any employee, former employee or any other person knowingly to use confidential information for actual or anticipated personal gain. No employee or officer of the Court shall serve on the board of directors or other governing body (whether or not compensated) of any contractor with whom the Court has a current contractual relationship if the individual's responsibilities with the Court entail the letting or management of the contract.

BY: \_\_\_\_\_

\_\_\_\_\_  
COMPANY

**ATTACHMENT H**

**NON DISCRIMINATION**

Employment discrimination by contractor is prohibited.

Every contract over \$10,000.00 shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the Contractor agrees as follows:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor will include the provisions of the foregoing paragraphs, a, b, and c in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontract or vendor.

BY: \_\_\_\_\_

\_\_\_\_\_  
COMPANY

# **Attachment I**

**Not Applicable for this Solicitation**

**BID/OFFER FORM**

**CPFMD-16-0906**

Moultrie Courthouse & 510 4<sup>th</sup> St.  
Replace Motor Control Center  
DC Courts, CPFMD  
616 H Street, NW, Suite 622  
Washington, DC 20001

SUBMITTED BY \_\_\_\_\_

DATE \_\_\_\_\_

District of Columbia Courts  
Capital Projects and Facilities Management Division  
616 H Street, NW; 6<sup>th</sup> Floor  
Washington, DC 20001

Attention: Ms. Monica I. Wilkerson

We the undersigned, having visited the site and carefully examined the conditions affecting the Work, the RFP, and all solicitation materials prepared by the Owner do hereby propose to construct the above referenced Project in accordance with the Solicitation package dated **September 6, 2016.**

**1. ACKNOWLEDGMENT OF AMENDMENTS**

The Bid/Offerrer acknowledges receipt of Amendments to the solicitation and related documents numbered and dated as follows:

AMENDMENT NO.	DATE

**2. BASE BID/OFFER**

We propose to construct the above referenced Work described in the Contract Documents, in accordance with the above described terms for the Project for the Stipulated Sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) and as further detailed on the Offer Breakdown Sheet attached to this solicitation.

3. TIME FOR COMPLETION OF THE WORK

We agree to commence Work within ten (10) consecutive calendar days after issuance of notice to proceed and to achieve Substantial Completion of the entire Work within \_\_\_\_\_ consecutive calendar days from such issuance date.

4. ALTERNATES

We agree that the amounts indicated below shall be added to or deducted from the Base Bid/Offer, as the case may be, for each alternate that is selected by the Owner as specified.

ALTERNATE

ADD/(DEDUCT)

[Insert List]

5. UNIT PRICES

We agree that the unit prices as listed herein will apply in the event that changes involving additions to or deductions from the Work to be performed under the Contract are authorized by a written order from the Owner to the Contractor, in accordance with the provisions of the General Conditions, and that the unit prices are based on providing all Work complete in place in accordance with the applicable requirements of the Contract Documents, including all of the Contractor's and Subcontractors' complete costs, expenses, overhead and profit.

We understand that the Owner reserves the right to accept or reject any or all of the unit prices prior to the execution of the Contract.

ITEM

UNIT

ADD

DEDUCT

[Insert List]

6. ACCEPTANCE OF PROPOSAL

We agree that this Bid/Offer may be held by the Owner for a period not exceeding one hundred twenty (120) calendar days from date stated for the receipt of Bid/Offers.

If written notice of the acceptance of this Bid/Offer is mailed or delivered to the undersigned within the time noted above, after the date of the opening of Bid/Offers, or at any time thereafter before this Bid/Offer is withdrawn, the undersigned agrees that he will execute and deliver a construction Contract in the form specified in accordance with the Bid/Offer as accepted within 10 days (unless a longer period is allowed).

The undersigned further agrees that he will furnish a Performance Bond and Payment Bond written on the attached Owner bond forms, with such surety or sureties as the Owner may accept, within 3 days of the date of the construction Contract (unless a longer period is allowed). It is understood that the Contractor will pay for the premium for the bonds, the cost of which is included in the Base Bid/Offer.

It is understood and agreed that the Owner reserves the right to award the Contract to his best interests, to reject any or all Bid/Offers, to waive any informalities in soliciting, and to hold all Bid/Offers for the period noted above.

**7. BID/OFFER SECURITY**

The Bid/Offer Bond in the amount of \$ \_\_\_\_\_ is attached hereto in accordance with the requirements of the Instructions to Bidders. A Bid Bond is required on all proposals greater than \$100,000. The percentage rate is 10%.

**8. PERFORMANCE BOND AND PAYMENT BOND**

Within ten (10) calendar days after receipt of a notice of intent to award, the Bidder/Offeror shall furnish two bonds, each with good and sufficient surety or sureties acceptable to the Owner, furnished; namely a performance bond and a payment bond. The penal sums of such bonds will be as follows:

**Payment Bond:** The penal sum of the payment bond shall be equal to one hundred percent (100%) of the total contract price. In no event shall the amount of the payment security fall below 40% of any increase in the total contract price.

**Performance Bond:** The penal sum of the performance bond shall be in an amount of not less than one hundred percent (100%) of the total amount of the contract price. When a contract price is increased, the performance bond shall be equal to 100% of the increase in the contract price.

Attached hereto is a certificate from a recognized surety stating that we can be bonded in accordance with the requirements of the Contract Documents to cover the faithful performance of the Contract and the payment of all obligations arising there under in the full amount of the Contract Sum and further stating that the bonds shall be written on the attached Performance Bond and Payment Bonds.

We have included \$ \_\_\_\_\_ in the Base Bid/Offer for the cost of the premium of the Performance Bond and Payment Bond.

**9. BUY AMERICAN CERTIFICATION**

The Bidder/Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Article 19 of the AIA 201 General Conditions of the Contract for Construction), 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

10. OFFICERS NOT TO BENEFIT CERTIFICATION

Each Bidder/Offeror shall check one of the following:

- (a) No person listed in Article 17 of the AIA 201 General Conditions of the Contract for Construction will benefit from this contract
- (b) The following person(s) listed in Article 17 of the AIA 201 General Conditions of the Contract for Construction may benefit from this contract. For each person listed, attach the written documentation required by Article 17 of the AIA 201 General Conditions of the Contract for Construction.

11. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

\_\_\_\_\_ (Insert full name or person(s) in the organization responsible for determining the prices offered in this Bid/Offer and the title of his or her position in the Bidder/Offeror's organization)
    - ii. As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
    - iii. As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
  
- (c) If Bidder/Offeror deleted or modified subparagraph (a) (2) above, the Bidder/Offeror must furnish with its Bid/Offer a signed statement setting forth in detail the circumstances of the disclosure.

**12. PAYMENT IDENTIFICATION NUMBER**

The Owner utilizes an automated vendor database. All firms are required to submit their Federal Tax Identification Number. Individuals must submit their social security numbers.

Federal Tax Identification Number: \_\_\_\_\_

Or

Social Security Number: \_\_\_\_\_

Legal Name of Entity Assigned this Number: \_\_\_\_\_

Street Address and/or Mailing Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Type of Business: \_\_\_\_\_

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

**PAYMENTS UNDER TERMS OF ANY CONTRACT RESULTING FROM THIS SOLICITATION WILL BE HELD IN ABEYANCE PENDING RECEIPT OF A VALID FEDERAL TAX IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER.**

13. SIGNATURE OF BIDDER/OFFEROR

Bidder/Offeror: \_\_\_\_\_  
(Firm Name)

By: \_\_\_\_\_

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

\_\_\_\_\_  
(Business Address)

State of Incorporation: \_\_\_\_\_

Names and Addresses of Officers:

President: \_\_\_\_\_

\_\_\_\_\_  
(Business Address)

Secretary: \_\_\_\_\_

\_\_\_\_\_  
(Business Address)

Treasurer: \_\_\_\_\_

\_\_\_\_\_  
(Business Address)

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

END OF DOCUMENT

**Replace Motor Control Center - HCMCB & 510 4th St.  
CPFMD-16-0906**

Attachment K  
Bid / Offer Breakdown Sheet - By Division

DIVISION	ITEM	COST	COST / SF	% OF TOTAL	SECTION TOTAL
<b>1 General Requirements</b>					
<b>Division 2 Site Work</b>					
<b>Division 3 Concrete</b>					
<b>Division 4 Masonry</b>					
<b>Division 5 Metals</b>					
<b>Division 6 Wood, Plastics, &amp; Composites</b>					
<b>Division 7 Thermal &amp; Moisture Protection</b>					
<b>Division 8 Openings [Doors &amp; Windows]</b>					

Replace Motor Control Center - HCMCB & 510 4th St.  
 CPFMD-16-0906

Attachment K  
 Bid / Offer Breakdown Sheet - By Division

DIVISION	ITEM	COST	COST / SF	% OF TOTAL	SECTION TOTAL
<b>Division 9 Finishes</b>					
<b>Division 10 Specialties</b>					
<b>Division 11 Equipment</b>					
<b>Division 12 Furnishings</b>					
<b>Division 13 Special Construction</b>					
<b>Division 14 Conveying Equipment</b>					
<b>Division 21 Fire Suppression</b>					
<b>Division 22 Plumbing</b>					

Replace Motor Control Center - HCMCB & 510 4th St.  
 CPFMD-16-0906

Attachment K  
 Bid / Offer Breakdown Sheet - By Division

DIVISION	ITEM	COST	COST / SF	% OF TOTAL	SECTION TOTAL
<b>Division 23</b>	<b>HVAC</b>				
<b>Division 26</b>	<b>Electrical</b>				
<b>Division 27</b>	<b>Communications</b>				
<b>Division 28</b>	<b>Electronic Safety &amp; Security</b>				
<b>Division 31</b>	<b>Earthwork</b>				
<b>Division 32</b>	<b>Exterior Improvements</b>				
<b>Division 33</b>	<b>Utilities</b>				
<b>Division 34</b>	<b>Transportation</b>				
<b>Division 35</b>	<b>Waterway &amp; Marine</b>				
<b>Division 41</b>	<b>Material Processing &amp; Handling Equipment</b>				
<b>Division 44</b>	<b>Polution Control Equipment</b>				

Replace Motor Control Center - HCMCB & 510 4th St.  
 CPFMD-16-0906

Attachment K  
 Bid / Offer Breakdown Sheet - By Division

DIVISION	ITEM	COST	COST / SF	% OF TOTAL	SECTION TOTAL
<b>Other Allowances</b>					
<b>Miscellaneous</b>					

<b>SUBTOTAL [Direct Costs ]</b>	
<b>Overhead</b>	
<b>Contractor Fee</b>	
<b>Insurance</b>	
<b>Payment &amp; Performance Bond</b>	
<b>TOTAL</b>	
<b>Total Project Area (RSF)</b>	
<b>Total Project Cost / SF</b>	

<b>PAYMENT BOND (CONSTRUCTION)</b> <small>(See Instructions on Reverse)</small>		Date Bond Executed (Must be same or later than date of Contract)			
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))		<b>PENAL SUM OF BOND</b>			
		MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
		CONTRACT DATE		CONTRACT NUMBER <b>CPFMD-16-0902</b>	
<p>KNOW ALL MEN BY THESE PRESENTS. That we, the Principal and Surety(ies) hereto are firmly bounds to the District of Columbia Courts, hereinafter called the Court, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.</p> <p>THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal entered into the Contract identified above.</p> <p>NOW THEREFORE, if the Principal shall well and truly perform and fulfill all undertakings, covenants, terms and condition, and agreements of the Contract during the original term of the Contract and any extension thereof that may be granted by the Court with or without notice to the Surety, and during the life of guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, and shall save harmless and indemnify the Court from any and all claims, delays, suits, costs, charges, damages, counsel fees, judgments and decrees to which the Court may be subjected at any time on account of any infringement by the Principal of letters, patents, or copyrights, unless otherwise specifically stipulated in the Contract or on account of any injury to persons or damage to property or premises that occur as a result of any act or omission of Principal in connection with the prosecution of the work under the Contract and shall pay the same, then the above obligation shall be void; otherwise to remain in full force and virtue.</p> <p>IN WITNESS WEHREOF, the Principal and Surety (ies) have executed this performance bond and have affixed their seals on the date set forth above.</p>					
PRINCIPAL					
1. Signature  <div style="text-align: right;">(Seal)</div>		1. Attest   		Corporate Seal	
Name & Title (typed)		Name & Title (typed)			
2. Signature  <div style="text-align: right;">(Seal)</div>		2. Attest   		Corporate Seal	
Name & Title (typed)		Name & Title (typed)			

### 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)		

### BOND PREMIUM

Rate Per Thousand	Total Premium	Name & Address of Agency or Agent Receiving Commission
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Approved By:

\_\_\_\_\_  
Joseph E. Sanchez, Jr.  
Contracting Officer

### INSTRUCTIONS

1. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by the authorized person signing the Contract. When such person signing is other than the President or Vice-President of a corporation, evidence of authority shall be furnished. Such evidence shall be in the form of either an Extract of Minutes of a meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and with Corporate Seal affixed thereto.
2. Corporations executing the bond as sureties shall be among those appearing on the U.S. Treasury Department's list of approved sureties and shall be acting within the limitations set forth therein, and shall also be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall (1) insert on the bond form the name and addresses of the agency receiving the commission; and (2) attach an adequate Power-of-Attorney for each representative signing the bond.
3. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal"; two witnesses shall sign and include their addresses, under the word "witness". If executed in Maine or New Hampshire, an adhesive seal shall be affixed.
4. The name of each person signing this performance bond shall be typed in the space provided.

<b>PERFORMANCE BOND (CONSTRUCTION)</b> <small>(See Instructions on Reverse)</small>		Date Bond Executed (Must be same or later than date of Contract)		
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))	<b>PENAL SUM OF BOND</b>			
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
	CONTRACT DATE		CONTRACT NUMBER <b>CPFMD 16-0902</b>	
<p>KNOW ALL MEN BY THESE PRESENTS. That we, the Principal and Surety(ies) hereto are firmly bounds to the District of Columbia Courts, hereinafter called the Court, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.</p> <p>THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the Contract identified above.</p> <p>NOW THEREFORE, if the Principal shall well and truly perform and fulfill all undertakings, covenants, terms and condition, and agreements of the Contract during the original term of the Contract and any extension thereof that may be granted by the Court with or without notice to the Surety, and during the life of guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, and shall save harmless and indemnify the Court from any and all claims, delays, suits, costs, charges, damages, counsel fees, judgments and decrees to which the Court may be subjected at any time on account of any infringement by the Principal of letters, patents, or copyrights, unless otherwise specifically stipulated in the Contract or on account of any injury to persons or damage to property or premises that occur as a result of any act or omission of Principal in connection with the prosecution of the work under the Contract and shall pay the same, then the above obligation shall be void; otherwise to remain in full force and virtue.</p> <p>IN WITNESS WEHREOF, the Principal and Surety (ies) have executed this performance bond and have affixed their seals on the date set forth above.</p>				
<b>PRINCIPAL</b>				
1. Signature  (Seal)	1. Attest	Corporate Seal		
Name & Title (typed)	Name & Title (typed)			
2. Signature  (Seal)	2. Attest	Corporate Seal		
Name & Title (typed)				

### SURETY (IES)

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

### BOND PREMIUM

Rate Per Thousand	Total Premium	Name & Address of Agency or Agent Receiving Commission
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Approved By:

\_\_\_\_\_  
Joseph E. Sanchez, Jr.  
Contracting Officer

### INSTRUCTIONS

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2. Corporations executing the bond as sureties shall be among those appearing on the U.S. Treasury Department's list of approved sureties and shall be acting within the limitations set forth therein, and shall also be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall (1) insert on the bond form the name and addresses of the agency receiving the commission; and (2) attach an adequate Power-of-Attorney for each representative signing the bond.
3. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal"; two witnesses shall sign and include their addresses, under the word "witness". If executed in Maine or New Hampshire, an adhesive seal shall be affixed.
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