

Attachment B – Service Contract Act

01290 - Rental Clerk	18.17
01300 - Scheduler Maintenance	18.61
01311 - Secretary I	18.61
01312 - Secretary II	20.81
01313 - Secretary III	25.29
01320 - Service Order Dispatcher	19.69
01410 - Supply Technician	35.58
01420 - Survey Worker	20.03
01460 - Switchboard Operator/Receptionist	16.94
01531 - Travel Clerk I	17.63
01532 - Travel Clerk II	19.21
01533 - Travel Clerk III	20.67
01611 - Word Processor I	18.62
01612 - Word Processor II	20.92
01613 - Word Processor III	23.39
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	28.60
05010 - Automotive Electrician	25.03
05040 - Automotive Glass Installer	23.58
05070 - Automotive Worker	23.58
05110 - Mobile Equipment Servicer	20.28
05130 - Motor Equipment Metal Mechanic	26.36
05160 - Motor Equipment Metal Worker	23.58
05190 - Motor Vehicle Mechanic	26.36
05220 - Motor Vehicle Mechanic Helper	18.55
05250 - Motor Vehicle Upholstery Worker	22.01
05280 - Motor Vehicle Wrecker	23.58
05310 - Painter Automotive	25.03
05340 - Radiator Repair Specialist	23.58
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	26.36
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.74
07041 - Cook I	16.93
07042 - Cook II	19.68
07070 - Dishwasher	13.37
07130 - Food Service Worker	13.51
07210 - Meat Cutter	20.41
07260 - Waiter/Waitress	12.84
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.85
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	13.02
11060 - Elevator Operator	15.40
11090 - Gardener	21.24
11122 - Housekeeping Aide	15.40
11150 - Janitor	15.40
11210 - Laborer Grounds Maintenance	15.85
11240 - Maid or Houseman	14.58
11260 - Pruner	14.86
11270 - Tractor Operator	19.43
11330 - Trail Maintenance Worker	15.85
11360 - Window Cleaner	16.42
12000 - Health Occupations	
12010 - Ambulance Driver	23.71
12011 - Breath Alcohol Technician	23.71
12012 - Certified Occupational Therapist Assistant	33.40
12015 - Certified Physical Therapist Assistant	27.29
12020 - Dental Assistant	23.78
12025 - Dental Hygienist	50.57

12030 - EKG Technician	34.67
12035 - Electroneurodiagnostic Technologist	34.67
12040 - Emergency Medical Technician	23.71
12071 - Licensed Practical Nurse I	20.72
12072 - Licensed Practical Nurse II	23.16
12073 - Licensed Practical Nurse III	25.82
12100 - Medical Assistant	18.95
12130 - Medical Laboratory Technician	27.80
12160 - Medical Record Clerk	20.86
12190 - Medical Record Technician	24.60
12195 - Medical Transcriptionist	20.72
12210 - Nuclear Medicine Technologist	42.47
12221 - Nursing Assistant I	12.61
12222 - Nursing Assistant II	14.17
12223 - Nursing Assistant III	15.46
12224 - Nursing Assistant IV	17.37
12235 - Optical Dispenser	25.02
12236 - Optical Technician	21.03
12250 - Pharmacy Technician	18.40
12280 - Phlebotomist	19.43
12305 - Radiologic Technologist	36.21
12311 - Registered Nurse I	30.40
12312 - Registered Nurse II	36.78
12313 - Registered Nurse II Specialist	36.78
12314 - Registered Nurse III	44.14
12315 - Registered Nurse III Anesthetist	44.14
12316 - Registered Nurse IV	52.91
12317 - Scheduler (Drug and Alcohol Testing)	29.37
12320 - Substance Abuse Treatment Counselor	27.59
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	24.30
13012 - Exhibits Specialist II	30.10
13013 - Exhibits Specialist III	36.82
13041 - Illustrator I	22.26
13042 - Illustrator II	27.57
13043 - Illustrator III	33.73
13047 - Librarian	42.46
13050 - Library Aide/Clerk	17.04
13054 - Library Information Technology Systems Administrator	38.33
13058 - Library Technician	23.10
13061 - Media Specialist I	27.67
13062 - Media Specialist II	30.94
13063 - Media Specialist III	34.50
13071 - Photographer I	18.45
13072 - Photographer II	20.79
13073 - Photographer III	26.04
13074 - Photographer IV	31.52
13075 - Photographer V	37.84
13090 - Technical Order Library Clerk	21.40
13110 - Video Teleconference Technician	28.01
14000 - Information Technology Occupations	
14041 - Computer Operator I	20.81
14042 - Computer Operator II	23.30
14043 - Computer Operator III	25.96
14044 - Computer Operator IV	28.84
14045 - Computer Operator V	31.96
14071 - Computer Programmer I	(see 1) 26.76
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	20.81

14160 - Personal Computer Support Technician	28.84
14170 - System Support Specialist	38.69
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	43.31
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	35.88
15085 - Maintenance Test Pilot Fixed Jet/Prop	51.76
15086 - Maintenance Test Pilot Rotary Wing	51.76
15088 - Non-Maintenance Test/Co-Pilot	51.76
15090 - Technical Instructor	31.61
15095 - Technical Instructor/Course Developer	38.67
15110 - Test Proctor	25.52
15120 - Tutor	25.52
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	16.58
16030 - Counter Attendant	16.58
16040 - Dry Cleaner	18.94
16070 - Finisher Flatwork Machine	16.58
16090 - Presser Hand	16.58
16110 - Presser Machine Drycleaning	16.58
16130 - Presser Machine Shirts	16.58
16160 - Presser Machine Wearing Apparel Laundry	16.58
16190 - Sewing Machine Operator	19.73
16220 - Tailor	20.52
16250 - Washer Machine	17.37
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	28.82
19040 - Tool And Die Maker	35.01
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.95
21030 - Material Coordinator	26.81
21040 - Material Expediter	26.81
21050 - Material Handling Laborer	14.53
21071 - Order Filler	16.60
21080 - Production Line Worker (Food Processing)	20.95
21110 - Shipping Packer	18.17
21130 - Shipping/Receiving Clerk	18.17
21140 - Store Worker I	15.79
21150 - Stock Clerk	19.69
21210 - Tools And Parts Attendant	20.95
21410 - Warehouse Specialist	20.95
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	40.71
23019 - Aircraft Logs and Records Technician	32.27
23021 - Aircraft Mechanic I	38.65
23022 - Aircraft Mechanic II	40.71
23023 - Aircraft Mechanic III	42.69
23040 - Aircraft Mechanic Helper	27.20
23050 - Aircraft Painter	36.70
23060 - Aircraft Servicer	32.27
23070 - Aircraft Survival Flight Equipment Technician	36.70
23080 - Aircraft Worker	34.57
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	34.57
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	38.65
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	16.73
23125 - Cable Splicer	34.63
23130 - Carpenter Maintenance	24.81
23140 - Carpet Layer	20.49

23160 - Electrician Maintenance	29.95
23181 - Electronics Technician Maintenance I	30.70
23182 - Electronics Technician Maintenance II	32.60
23183 - Electronics Technician Maintenance III	34.33
23260 - Fabric Worker	25.34
23290 - Fire Alarm System Mechanic	29.84
23310 - Fire Extinguisher Repairer	23.35
23311 - Fuel Distribution System Mechanic	36.27
23312 - Fuel Distribution System Operator	27.91
23370 - General Maintenance Worker	23.48
23380 - Ground Support Equipment Mechanic	38.65
23381 - Ground Support Equipment Servicer	32.27
23382 - Ground Support Equipment Worker	34.57
23391 - Gunsmith I	23.35
23392 - Gunsmith II	27.15
23393 - Gunsmith III	30.35
23410 - Heating Ventilation And Air-Conditioning Mechanic	30.17
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	31.78
23430 - Heavy Equipment Mechanic	28.46
23440 - Heavy Equipment Operator	24.69
23460 - Instrument Mechanic	33.14
23465 - Laboratory/Shelter Mechanic	28.82
23470 - Laborer	14.98
23510 - Locksmith	32.72
23530 - Machinery Maintenance Mechanic	30.29
23550 - Machinist Maintenance	27.42
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	33.14
23592 - Metrology Technician II	34.91
23593 - Metrology Technician III	36.61
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter Maintenance	21.75
23790 - Pipefitter Maintenance	28.84
23810 - Plumber Maintenance	27.39
23820 - Pneudraulic Systems Mechanic	30.35
23850 - Rigger	28.23
23870 - Scale Mechanic	27.15
23890 - Sheet-Metal Worker Maintenance	29.04
23910 - Small Engine Mechanic	22.69
23931 - Telecommunications Mechanic I	37.06
23932 - Telecommunications Mechanic II	39.03
23950 - Telephone Lineman	35.40
23960 - Welder Combination Maintenance	25.07
23965 - Well Driller	25.57
23970 - Woodcraft Worker	30.35
23980 - Woodworker	23.35
24000 - Personal Needs Occupations	
24550 - Case Manager	20.05
24570 - Child Care Attendant	15.17
24580 - Child Care Center Clerk	18.91
24610 - Chore Aide	14.29
24620 - Family Readiness And Support Services Coordinator	20.05
24630 - Homemaker	20.05
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	35.53
25040 - Sewage Plant Operator	28.29
25070 - Stationary Engineer	35.53
25190 - Ventilation Equipment Tender	25.01
25210 - Water Treatment Plant Operator	28.29
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.83

27007 - Baggage Inspector	18.06
27008 - Corrections Officer	29.35
27010 - Court Security Officer	30.66
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	29.35
27070 - Firefighter	31.96
27101 - Guard I	18.06
27102 - Guard II	20.57
27131 - Police Officer I	32.66
27132 - Police Officer II	36.30
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.37
28042 - Carnival Equipment Repairer	16.80
28043 - Carnival Worker	11.76
28210 - Gate Attendant/Gate Tender	17.09
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	19.11
28510 - Recreation Aide/Health Facility Attendant	13.94
28515 - Recreation Specialist	23.67
28630 - Sports Official	15.21
28690 - Swimming Pool Operator	19.53
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	34.82
29020 - Hatch Tender	34.82
29030 - Line Handler	34.82
29041 - Stevedore I	32.51
29042 - Stevedore II	36.97
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	45.33
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	31.26
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	34.43
30021 - Archeological Technician I	20.86
30022 - Archeological Technician II	23.34
30023 - Archeological Technician III	28.90
30030 - Cartographic Technician	28.90
30040 - Civil Engineering Technician	32.88
30051 - Cryogenic Technician I	32.01
30052 - Cryogenic Technician II	35.36
30061 - Drafter/CAD Operator I	20.86
30062 - Drafter/CAD Operator II	23.34
30063 - Drafter/CAD Operator III	26.01
30064 - Drafter/CAD Operator IV	32.01
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	28.90
30095 - Evidence Control Specialist	28.90
30210 - Laboratory Technician	27.47
30221 - Latent Fingerprint Technician I	37.63
30222 - Latent Fingerprint Technician II	41.56
30240 - Mathematical Technician	31.83
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30375 - Petroleum Supply Specialist	35.36
30390 - Photo-Optics Technician	28.90
30395 - Radiation Control Technician	35.36
30461 - Technical Writer I	28.83
30462 - Technical Writer II	35.27
30463 - Technical Writer III	42.68
30491 - Unexploded Ordnance (UXO) Technician I	28.81

30492 - Unexploded Ordnance (UXO) Technician II	34.86
30493 - Unexploded Ordnance (UXO) Technician III	41.78
30494 - Unexploded (UXO) Safety Escort	28.81
30495 - Unexploded (UXO) Sweep Personnel	28.81
30501 - Weather Forecaster I	32.01
30502 - Weather Forecaster II	38.93
30620 - Weather Observer Combined Upper Air Or	(see 2) 26.01
Surface Programs	
30621 - Weather Observer Senior	(see 2) 28.90
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.86
31020 - Bus Aide	14.84
31030 - Bus Driver	21.58
31043 - Driver Courier	18.86
31260 - Parking and Lot Attendant	14.50
31290 - Shuttle Bus Driver	19.93
31310 - Taxi Driver	17.71
31361 - Truckdriver Light	20.62
31362 - Truckdriver Medium	22.39
31363 - Truckdriver Heavy	23.78
31364 - Truckdriver Tractor-Trailer	23.78
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.00
99030 - Cashier	12.54
99050 - Desk Clerk	14.61
99095 - Embalmer	34.10
99130 - Flight Follower	28.81
99251 - Laboratory Animal Caretaker I	14.86
99252 - Laboratory Animal Caretaker II	16.25
99260 - Marketing Analyst	35.57
99310 - Mortician	34.10
99410 - Pest Controller	21.89
99510 - Photofinishing Worker	17.97
99710 - Recycling Laborer	22.98
99711 - Recycling Specialist	28.16
99730 - Refuse Collector	20.81
99810 - Sales Clerk	13.71
99820 - School Crossing Guard	16.38
99830 - Survey Party Chief	31.00
99831 - Surveying Aide	19.26
99832 - Surveying Technician	29.45
99840 - Vending Machine Attendant	15.48
99841 - Vending Machine Repairer	19.67
99842 - Vending Machine Repairer Helper	15.48

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or

stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.60 per hour up to 40 hours per week or \$184.00 per week or \$797.33 per month

HEALTH & WELFARE EO 13706: \$4.23 per hour up to 40 hours per week or \$169.20 per week or \$733.20 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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

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

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the

conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

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

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) ******Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure

to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully 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. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

- 6) 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 (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

Attachment C - Form of Offer Letter

Attachment C

[Offeror's Letterhead]

[Insert Date]

District of Columbia Department of General Services
2000 14th Street, NW
Washington, D.C. 20009

Attention: George G. Lewis
Associate Director/ Chief Contracting Officer

Reference: Request for Proposals ("RFP") – DCAM-21-AE-0008
Architectural/Engineering Services For A Permanent Swing School At
Kenilworth Elementary

Dear Mr. Lewis:

On behalf of [INSERT NAME OF Offeror] (the "Offeror"), I am pleased to submit this Proposal in response to the Department of General Services' (the "Department" or "DGS") "RFP" to provide Architectural/Engineering Services for the Permanent Swing School At Kenilworth Elementary project. The Offeror has reviewed the RFP and the attachments thereto, any addenda thereto, and the proposed Form of Contract (collectively, the "Bid Documents") and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit its Proposal in response to the RFP.

The Offeror's Proposal including the Phase 1 Design Fee (as describe in Section A.3 of the RFP) are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents (collectively, the Proposal, the Design Fee and the Hourly Rates are referred to as the "Offeror's Bid"). Upon completion of Phase 1 and selection of a preferred scheme the Department and Offeror will negotiate a final Design Fee to complete the work. As such, Offerors shall provide hourly rates for the personnel identified in paragraph B below.

The Offeror's Bid is as follows:

A. Phase 1 Design Fee – Concept Design:

Three (3) Concept Designs/Schemes	\$ _____
Total Design Fee	\$ _____

B. Hourly Rates (Phase 2 and Construction Administration):

Position	Hourly Rate
Design Principal	\$ _____/hour
Project Architect (Project Manager)	\$ _____/hour
Project Designer	\$ _____/hour
Lead MEP Engineer	\$ _____/hour
Lead Structural Engineer	\$ _____/hour

The Offeror acknowledges and understands that the Phase 1 Design Fee is a fixed fee and covers all of the Offeror's costs associated with the preparation of (i) a preliminary assessment and refinement (if necessary) of the concept design and all portions of design and construction documents for the Swing Space. The Offeror acknowledges that upon a selection of a preferred scheme the Department we negotiate a final design fee with the Offeror that will included (i) schematic design; (ii) design development documents; (iii) a permit set of construction documents; (iv) a complete, coordinated set of construction documents; and (v) construction administration services.

The Offeror's Bid is based on and subject to the following conditions:

The Offeror agrees to hold its proposal open for a period of at least one hundred twenty (120) days after the date of the bid.

1. Assuming the Offeror is selected by the Department and subject only to the changes requested in paragraph 5, the Offeror agrees to enter into a contract with the Department on the terms and conditions described in the Bid Documents within ten (10) days of the notice of the award.
2. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Offeror to the terms of the Offeror's Bid.
3. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror's Bid.
4. The Offeror and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a proposal in response to the RFP in order to fix or set prices; (ii) acted in such a manner so as to discourage any

other group or person from submitting a proposal in response to the RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law..

5. The Offeror's Proposal is subject to the following requested changes to the Form of Contract: **[INSERT REQUESTED CHANGES. OFFERORS ARE ADVISED THAT THE CHANGES SO IDENTIFIED SHOULD BE SPECIFIC SO AS TO PERMIT THE DEPARTMENT TO EVALUATE THE IMPACT OF THE REQUESTED CHANGES IN ITS REVIEW PROCESS. GENERIC STATEMENTS, SUCH AS "A MUTUALLY ACCEPTABLE CONTRACT" ARE NOT ACCEPTABLE. OFFERORS ARE FURTHER ADVISED THAT THE DEPARTMENT WILL CONSIDER THE REQUESTED CHANGES AS PART OF THE EVALUATION PROCESS.]**
6. The Offeror hereby certifies that neither it nor any of its team members have entered into any agreement (written or oral) that would prohibit any contractor, subcontractor or sub-consultant that is certified by the District of Columbia Office of Department of Small and Local Business Enterprises as a Local, Small, Resident Owned or Disadvantaged Business Enterprise (collectively, "LSDBE Certified Companies") from participating in the work if another company is awarded the contract.
7. This bid form and the Offeror's Bid are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, AND STATE OF FORMATION FOR THE OFFEROR].

Sincerely,

By: _____
Name: _____
Title: _____

Attachment D - Conflict of Interest Disclosure Statement

Attachment P - Conflict Of Interest Disclosure Statement

CONFLICT OF INTEREST DISCLOSURE STATEMENT

Offeror's Name: _____ ("Offeror(s)")

Offeror's attention is directed to **27 DCMR §§ 4705** and **4707** of the Department of General Services Procurement Rules for Construction and Related Services regarding organizational conflicts of interest ("Organizational Conflicts of Interest"). Offerors are advised that certain firms will not be allowed to participate in the Project or on any Offeror's team for the Project because of their work with the Department in connection with the Project procurement.

(Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement or the RFP).

Required Disclosure of Conflicts

In the space provided below identify all relevant facts relating to past, present, or planned interest(s) of the Offeror's team (including the Offeror, principal/major participants, proposed subconsultants and proposed subcontractors, and their respective chief executives, directors, and other key personnel for the Project) which may result, or could be viewed as, an Organizational Conflict of Interest in connection with the RFP.

Offeror should disclose: (a) any current contractual relationships with the Department, (b) any past, present, or planned contractual or employment relationships with any officer or employee of Department, and (c) any other circumstances that might be considered to create a financial interest in the Agreement by any Department member, officer or employee if Offeror is awarded the Contract. Offeror should also disclose matters such as having directors in common with any of the individuals or entities involved in preparing the RFP. Offeror should also disclose contractual relationships (i.e. Joint Ventures) with any of the individuals or entities involved in preparing the RFP, as well as relationships wherein such individual or entity is a contractor or consultant (or subcontractor or subconsultant) to Offeror or a member of Offeror's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

Certification

Attachment E - Tax Affidavit

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Office of the Chief Financial Officer

Office of Tax and Revenue



TAX CERTIFICATION AFFIDAVIT

THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.

Date

**Authorized Agent
Name of Organization/Entity
Business Address (include zip code)
Business Phone Number**

**Authorized Agent
Principal Officer Name and Title
Square and Lot Information
Federal Identification Number
Contract Number
Unemployment Insurance Account No.**

I hereby authorize the District of Columbia, Office of the Chief Financial Officer, Office of Tax and Revenue to release my tax information to an authorized representative of the District of Columbia agency with which I am seeking to enter into a contractual relationship. I understand that the information released will be limited to whether or not I am in compliance with the District of Columbia tax laws and regulations solely for the purpose of determining my eligibility to enter into a contractual relationship with a District of Columbia agency. I further authorize that this consent be valid for one year from the date of this authorization.

I hereby certify that I am in compliance with the applicable tax filing and payment requirements of the District of Columbia. The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities.

Signature of Authorizing Agent

Title

The penalty for making false statement is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code §47-4106.

Attachment F - Form of Contract (to be provided via Addendum)

Attachment G– Standard Contract Provisions for Architectural & Engineering Contracts

District of Columbia District of General Services

Released October 2018

Standard Contract Provisions

**General Provisions
(Architectural & Engineering Services Contract)**

ARTICLE 1. DEFINITIONS

- A.** “Architect-Engineer” means the individual, individuals, and or firm identified as the “Architect-Engineer” in the preamble of Contract executed by and between the District and the Architect-Engineer for the Project.
- B.** “Change Order” means a document signed by the District and the Architect-Engineer to authorize an addition, deletion or revision in the services, the Architect-Engineer’s cost of, or the time required for, the performance of any part of the services under the Contract, issued on or after the Effective Date of the Contract.
- C.** “Contract” means the written contract for professional services between the District and the Architect-Engineer, including all exhibits, Standard Contract Provisions, and any duly executed amendments.
- D.** “Contracting Officer” means the District official authorized to execute and administrate the Contract on behalf of the District. Within DGS, the Director is the Chief Contracting Officer. The Director may make delegations of procurement authority to additional contracting officers within DGS.
- E.** “District” means the District of Columbia, Department of General Services, (the “Department” or “DGS”), a party to the Contract.
- F.** “Project” means the District’s project identified in the Contract, of which Architect-Engineer's services under the Contract as a party.
- G.** “Scope of Services” means any and all work done in any and all phases of the Project, pursuant to and as set forth by the Department in the Contract.
- H.** “Day or Days” All references to day or days in these Standard Contract Provisions will be counted based on calendar days not business days.

ARTICLE 2. GENERAL

- A.** The Contracting Officer shall have authority to take any action provided for herein on behalf of the District, including approval, certifications, vouchers, acceptance and changes within the Scope of Services.
- B.** The Architect-Engineer’s period of performance shall commence on the effective date as agreed and as specified in the Scope of Services or in each task order issued by the Contracting Officer and ends on the date all required services are satisfactorily completed in accordance with the terms of the Contract and Project close-out documents and all deliverables are delivered to the District.
- C.** All services shall be prosecuted under the direction of a principal officer or responsible representative of the Architect-Engineer, approved by the Contracting Officer. The design of architectural, civil, structural, mechanical, plumbing, electrical, or other engineering features of the Project shall be accomplished in accordance with the terms of the Contract and reviewed and certified in accordance with applicable District of Columbia regulations by architects or engineers registered to practice in the District of Columbia in the particular professional field involved.
- D.** The Architect-Engineer shall furnish sufficient technical, supervisory and administrative personnel

to ensure the efficient prosecution of the services in accordance with the approved Project Schedule.

- E. The Architect-Engineer agrees that duly authorized representatives of the District shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications or other technical or non-technical data, including but not limited to payroll of company personnel, pertaining to the services performed under the Contract.
- F. The standard of care. The Architect-Engineer, its consultants and subcontractors shall perform the services consistent with the professional skill and care ordinarily provided by members of the same profession currently practicing under similar or same circumstances in the same or similar locality of the Project. The standard of care shall not be altered by the application, interpretation, or construction of this or any other provision of these Standard Contract Provisions or the Contract.

ARTICLE 3. PROGRESS SCHEDULES AND REPORTS

- A. **Generally.** In addition to the requirements set forth in the Scope of Services and the requirements set forth elsewhere in the Contract, the Architect-Engineer shall furnish progress reports monthly, biweekly and with each payment request, describing accomplishments, decisions and overall progress made during the period covered by the report and including the most recent Project Schedule and as set forth in more detail in this Article 3.
- B. **Monthly Reports.** The Architect-Engineer shall provide written reports to the District, at a minimum on a monthly basis on the progress of the Project, including, but not limited to, a baseline schedule and schedule updates with narrative demonstrating the critical path of the services in Primavera format in the latest available version or as designated by the Contracting Officer. The monthly written reports shall also include, at a minimum, the services accomplished, problems encountered, cost updates, an economic inclusion report, cash flow updates, quality assurance reports and other similar relevant data as the District may reasonably require.
- C. **Biweekly Updates.** The Architect-Engineer shall also provide written update reports to the District on a biweekly basis, which shall reflect actual conditions of Project progress as of the date of the update. The update shall reflect the actual progress of designs or construction, as the case may be, identify developing delays, regardless of their cause, and reflect the Architect-Engineer's best projection of the actual date by which Substantial Completion and Final Completion of the Project will be achieved. Via a narrative statement (not merely a critical path method schedule), the Architect-Engineer shall identify the causes of any potential delay and state what, in the Architect-Engineer's judgment, must be done to avoid or reduce that delay. The Architect-Engineer shall point out, in its narrative, changes that have occurred since the last update, including those related to major changes in the Scope of Services, activities modified since the last update, revised projections of durations, progress and completion, revisions to the schedule logic or assumptions, and other relevant changes. Any significant variance from the previous schedule or update shall also be identified in a narrative, together with the reasons for the variance and its impact on Project completion. All schedule updates shall be in the latest version of Primavera format and reasonably acceptable to the District. The District may make reasonable requests during the Project for changes to the format or for further explanation of information provided. Submission of updates showing that Substantial Completion or Final Completion of the Project will be achieved later than the applicable scheduled completion date shall not constitute requests for extension of time and shall not operate to change the scheduled completion date. The District's receipt of, and lack of objection to, any schedule update showing Substantial Completion or Final Completion later than

the dates agreed upon shall not be regarded as the District's agreement that the Architect-Engineer may have an extension of time, or as a waiver of any of the District's rights, but merely as the Architect-Engineer's representation that, in the Architect-Engineer's best projection, Substantial Completion or Final Completion of the Project may not be completed by the agreed upon date. Changes to the scheduled completion dates may be made only in the circumstances and only by the methods set forth in the Contract.

- D. Condition Precedent to Payment.** All payments to Architect-Engineer are contingent upon satisfactory performance of the terms and conditions set forth in the Contract as determined by the Contracting Officer. Requisitions for payment shall be accompanied by a Project Progress Report which shall include the information set forth in this Article 3 and a statement indicating the percentage of completion of all required services for the Project.

ARTICLE 4. RESPONSIBILITY OF THE ARCHITECT-ENGINEER

- A. Quality.** The Architect-Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawing, specifications, and other services furnished. The Architect-Engineer shall, without additional compensation correct or revise any errors or deficiencies in its designs, drawings, specification and other services.
- B. Scope of Services.** The Architect-Engineer shall accomplish the design services required pursuant to the Scope of Services or under each task order. The services, as set forth in the Contract, shall include but are not limited to the services required to enable the District to award the related construction contract pursuant to standard District procedures, for the construction of the facilities designed at a price that does not exceed the estimated construction contract price set forth in the Contract.
1. If bids or proposals are not solicited within 180 days following the District's acceptance of the services to be provided under the Scope of Services or task order, the Architect-Engineer shall, prepare an estimate of constructing the design submitted and such estimate will be used in lieu of bids or proposals to determine compliance with the funding limitation.
 2. If the bids or proposals for the construction contract received exceed such estimated price, the Architect-Engineer shall perform such redesign and other services as are necessary to permit contract award within such funding limitation. Such redesign services shall be performed at no increase in the price of the Contract. However, the Architect-Engineer shall not be required to perform such additional services at no cost to the District if the unfavorable bids or proposals are the results of unforeseeable causes beyond the control and without the fault and negligence of the Architect-Engineer.
- C. Designing to Budget.** The Architect-Engineer shall promptly advise the Contracting Officer if the Architect-Engineer finds that the Project design will exceed or is likely to exceed the funding limitations and the Architect-Engineer is unable to design a usable facility within these limitations. Upon receipt of such information, the Contracting Officer will review the Architect-Engineer's revised estimate of construction cost. The Contracting Officer may, if he determines that the estimated construction contract price set forth in the Scope of Services or task order is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in the scope, quality or type of materials, or both, as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth elsewhere in the Contract or he may adjust such estimated construction contract price.

D. Project Management and Inspection Entity. In the event the Contract requires the Architect-Engineer to provide construction period services, the Architect-Engineer shall also, at intervals of no less than once per week or as set forth in the Scope of Services, be responsible for:

1. *Visits to Site and Observation of Construction.* An Architect-Engineer representative who is knowledgeable of the Project and competent in each discipline that has trade activities and stages of construction being performed shall visit the site at the agreed-to intervals to observe as an experienced and qualified design professional the progress and quality of the various aspects of the contractor's work. Based on information obtained during such visits and on such observations, the Architect-Engineer shall endeavor to determine whether such work is proceeding in accordance with the Contract Documents and shall keep the District informed of the general progress of the work in relation to the overall schedule. The Architect-Engineer shall document the site visit in writing and shall submit his findings in accordance with the report requirements set forth in Article 3 herein.
2. *Inspections of Work in Progress by the Architect-Engineer.* During his periodic visits to the site to observe the work in progress, the Architect-Engineer shall, as a minimum, spot check the work installed and in progress to determine compliance with the requirements of the Contract Documents and the codes and installation/workmanship standards listed therein. Defective and noncompliant work observed during such visits shall be noted in the Architect-Engineer's reports and pointed out to the Contracting Officer and Program Manager. The Architect-Engineer shall identify for the Project Manager any specific checks or inspections to be made. The results of these inspections shall be made a part of the Project's daily log and reports. The Architect-Engineer shall document the inspection in writing.
3. *Supplemental Inspections and Tests.* For work not in compliance with the Contract Documents, the Architect-Engineer shall, with the District's approval, require additional or supplemental inspection or testing. The Architect-Engineer shall receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents and shall determine whether, in its opinion as an Architect-Engineer, their content complies with the requirements of each. The Architect-Engineer shall also determine whether the results certified indicate compliance with the Contract Documents. The Architect-Engineer shall document the inspection in writing.
4. *Defective Work.* During its site visits and based on its observation during such visits, the Architect-Engineer may disapprove the contractor's work, or any portion thereof, while the work is in progress if Architect-Engineer believes that such work does not conform to the Contract Documents or the approved shop drawings or other submittals. The Architect-Engineer may also recommend that the District reject any work that the Architect-Engineer believes will not result in a completed Project that conforms generally to the Contract Documents or that it believes will prejudice the integrity of the design as reflected in the Contract Documents. The Architect-Engineer shall document the defective work in writing.

E. Code and Regulatory Compliance. The Architect-Engineer is responsible for designing the project and administering the construction phase of the Project in accordance with applicable District of Columbia Codes and other regulatory requirements applicable to the Project. Nothing contained herein shall be construed as relieving the Architect-Engineer, any other professional design consultant, or any contractor, supplier or other participant from any professional or legal responsibility for performance. Reviews, comments and approvals by the Department of General Services and its divisions, or any employee or official of the District, in no way absolve any other person, firm or corporation involved in

the Project from their full responsibilities under the applicable laws, codes and professional practice as required in projects for the District of Columbia. Lack of comment by a District of Columbia reviewer does not relieve the Architect-Engineer from designing to meet the applicable code or Architect-Engineer Manual requirements or applicable regulations related to water, sewer, fire department service, and other utilities.

1. *Additional Costs.* If the correction of a code or regulatory violation results in a Change Order during construction, any additional costs incurred shall be borne by the party responsible for the violation. The District shall bear only the costs attributable to the actual code or regulation-required enhancement of the Project.
 2. *Code Interpretation.* If the Architect-Engineer believes that a code or a regulation is unclear as to meaning, the Architect-Engineer shall request a written opinion as to the applicable interpretation from the applicable regulatory agency, as appropriate. The Architect-Engineer shall be entitled to rely on the written opinion, if any, received from such agency.
- F. As-Built Drawings.** At completion of the Project, the Architect-Engineer shall prepare a full set of record drawings showing the "as-built" condition of the Project and including the locations of all utilities based on his own records and upon information supplied by the Construction Manager, Contractor or Design-Builder, as applicable, on which the Architect-Engineer may rely. These drawings will consist of the original working drawings and the original of supplemental drawings and details modified to show the "as built" conditions both in paper, tracings, and electronic media. "As-built" drawings shall be turned over to the District as a condition precedent to Substantial Completion; final payment of the Architect-Engineer's fees shall not be due until the building is accepted by the District, the final Application for Payment is made, in acceptable form, to and accepted by the District, and record drawings and "as-built" drawings in the form of paper, tracings, and electronic media in the form of Compact Discs in latest version of AutoCAD. The District reserves the right to occupy the building, or portions thereof, prior to final acceptance.
- G. No Waiver.** Neither the District's review, approval or acceptance of, nor payment for, any of the services required under the Contract shall be construed to operate as a waiver or any rights under the Contract or of any cause of action arising out of the performance of the Contract, and the Architect-Engineer shall be and remain liable to the District in accordance with applicable law for all damages to the District caused by the Architect-Engineer's negligent or intentionally wrongful act, omission or default while performing any of the services under the Contract.
- H. Remedies Inclusive.** The rights and remedies of the District and the Architect-Engineer provided for under the Contract are in addition to any other rights and remedies provided by law.

ARTICLE 5. PAYMENTS

- A. Invoices.** The Architect-Engineer shall submit an invoice to the District, along with District-required documentation. The invoice shall generally itemize the various phases or parts of the Total Contract Amount, the value of the various phases or parts, the previously invoiced and approved amounts for payment, and the amount of the current invoice. The invoice shall also include a certification statement signed by the Architect-Engineer stating that the Architect-Engineer has paid its consultants, subcontractors and suppliers their individual proportional share of all previous payments, including interest if applicable, received from the District in accordance with the terms of the Architect-Engineer's subcontract with such persons or companies and these Standard Contract Provisions. Invoices for reimbursables shall include documentation of costs for which reimbursement is sought. Invoices for Architect-Engineer Services being performed on an

hourly rate basis shall show the technical classifications, names of the persons performing the Architect-Engineer services, man hours expended, marked up hourly rates for the classification, and the extended cost amount.

- B. Invoice Disputes.** Unless there is a dispute about the compensation due the Architect-Engineer, including, but not limited to, claims by the District against the Architect-Engineer, then within thirty (30) days after receipt by the District of the Architect-Engineer's acceptable invoice, which shall be considered the invoice receipt date, the District shall pay to the Architect-Engineer the amount approved less any retainage and less any prior payments or advances made to Architect-Engineer. The date on which payment is due shall be referred to as the "payment date."
- C. Frequency.** Invoices prepared the Architect-Engineer relating to the amount and value of work and services performed by the Architect-Engineer under the Contract shall be made periodically (not more often than monthly) and sent to the District for payment, accompanied by such documentation and supporting data as may be required by the Contracting Officer.
- D. Retainage.** Upon approval of such invoice amounts by the Contracting Officer and presentation of proper documentation by the Architect-Engineer, payment of the invoice amount as determined above less agreed upon retainage and all previous payments shall be made in accordance with the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.* Unless otherwise provided for in the Contract, the retained payment percentage shall be 5%, provided, however, that if the Contracting Officer determines that the work is Substantially Complete and that the amount of retained percentages is in excess of the amount considered by him to be adequate for the protection of the District, he may in his discretion release to the Architect-Engineer such excess amount.
- E. Final Payment.** Upon the satisfactory completion of the Architect-Engineer's services and formal notification of its final acceptance by the Contracting Officer, the Architect-Engineer shall be paid the unpaid balance of any money due hereunder, including retained percentages. Prior to such final payment under the Contract or prior to settlement upon termination of the Contract and as a condition precedent thereto, the Architect-Engineer shall execute and deliver to the Contracting Officer a release of all claims against the District arising under or by virtue of the Contract other than such claims, if any, as may be specifically excepted by the Architect-Engineer from the operation of the release in stated amounts to be set forth therein.
- F. Document Ownership.** All drawings, designs, specifications and other Architect-Engineer deliverables first produced solely for the District in the performance of the Contract, or in contemplation thereof, and all as-built drawings produced after completion of the work shall be and remain the sole property of the District and may be used on any other work without additional cost to the District. With respect thereto, the Architect-Engineer agrees not to assert any rights or to establish any claim under the design patent or copyright laws and not to publish or reproduce such matter in whole or in part or in any manner or form or authorize others so to do without the written consent of the District, until such time as the District may have released such matter to the public. Further, with respect to any architectural design which the District desires to protect by applying for and prosecuting a design patent application or otherwise, the Architect-Engineer agrees to furnish the Contracting Officer such duly executed instruments and other papers (prepared by the District) as are deemed necessary to vest in the District the rights granted it under this clause. The Architect-Engineer agrees to furnish and provide access to the originals or copies of all such materials on the request of the Contracting Officer for a period of three (3) years after completion for the project.

- G. Corrections of Work Post-Payment.** Notwithstanding the acceptance and approval by the District of any services performed or provided by the Architect-Engineer, the Architect-Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all services furnished by the Architect-Engineer under the Contract. The Architect-Engineer shall, without additional compensation, correct or revise any errors or deficiencies or omissions in the Architect-Engineer's services.
- H. Payment Not Waiver.** The District's review, approval or acceptance of, or payment for, any of the Materials and Services required under the Contract shall not constitute any representation, warranty or guaranty by the District as to the substance or quality of the matter reviewed, approved or accepted and shall not be construed to operate as a waiver or estoppel of any of the District's rights or privileges under the Contract or of any cause of action arising out of the performance of the Contract. No person or firm shall rely in any way on such review, approval or acceptance by the District. The Architect-Engineer shall be and remain liable in accordance with Applicable Law for all damages to the District caused by the Architect-Engineer. Review, approval or acceptance by the District or the Contracting Officer under the Contract shall not constitute approval otherwise required by any of the District departments, boards, commissions, or other regulatory agencies in the exercise of their independent regulatory authority.
- I. Errors and Omissions.** Without limiting the Architect-Engineer's responsibility set forth above, such responsibility, by way of illustration shall include the following: If any error or omission in the Construction Documents submitted by the Architect-Engineer requires a change in the Scope of Services or any portion thereof, the Architect-Engineer shall promptly complete such change at no additional cost to the District.
- J. Compensation Disputes.** Disputes regarding the compensation due the Architect-Engineer may include, but are not limited to, the amount due, the value or percentage of the Architect-Engineer Services completed, defects or deficiencies in the Architect-Engineer Services, quality of the Architect-Engineer Services, compliance with the Contract Documents, completion itself, or negligent performance of professional services on the part of the Architect-Engineer. In the event of disputes, payment shall be mailed on or before the Payment Date for amounts and Architect-Engineer Services not in dispute, subject to any setoffs claimed by the District.
- K. Adjustments.** All prior payments, whether based on estimates or otherwise, may be corrected and adjusted in any payment and shall be corrected and adjusted in the final payment. In the event that any invoice by the Architect-Engineer contains a defect or impropriety which would prevent payment by the Payment Date, the District shall notify the Architect-Engineer in writing of such defect or impropriety within ten (10) days after the invoice receipt date. Any disputed amounts determined by the District to be payable to the Architect-Engineer shall be due thirty (30) days from the date the dispute is resolved. Interest shall be paid by the District in accordance with the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*
- L. Payments to Subcontractors.** The Architect-Engineer shall make a payment to each of its Consultants and Subcontractors, not later than seven (7) calendar days after receipt of amounts paid to the Architect-Engineer by the District, in an amount equal to the proportionate share of the total payment, including any interest, received from the District attributable to the Architect-Engineer Services performed by Consultants and Subcontractors less a retainage of not more than five percent (5%) if provided for in the applicable subcontract, said retainage being the same money, not additional money, retained by the District from the payment to the Architect-Engineer.

ARTICLE 6. CHANGES

A. Generally. The Contracting Officer may at any time by written order make changes within the general scope of the Contract to the Scope of Services to be performed under each task order. If such changes cause an increase or decrease in the Architect-Engineer's cost of or time required for performance of any service under the Contract, or both, upon approval of the Contracting Officer, an equitable adjustment shall be made and the Contract shall be modified in writing by the Contracting Officer accordingly. Any claim of the Architect-Engineer for adjustment under this clause must be made in writing to the Contracting Officer within ten (10) days from the date of receipt by the Architect-Engineer of the notification of change unless the Contracting Officer grants a further period of time before the date of final payment under this Contract. If the Architect-Engineer requests changes to the Scope of Services, the Architect-Engineer must demonstrate to the satisfaction of the District that the changes are necessary and not due to the acts or omissions of the Architect-Engineer. Generally, the time of performance of the Contract and/or any task order may be extended for the administrative convenience of the District or for other purposes whenever the Contracting Officer determines such action will not be a cause for additional fee or other related cost.

B. Additional Compensation. Compensation to the Architect-Engineer beyond the monetary limits set forth in the Contract shall only be made if and when a Change Order to the Contract is duly executed by the Parties. Nothing herein shall limit the District's ability to make changes to the Contract unilaterally.

C. Designated Change Orders. The Contracting Officer may, at any time, by written order designated or indicated to be a change order, make any changes in the work within the general scope of the Contract, including but not limited to changes:

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

Nothing provided in this Article shall excuse the Architect-Engineer from proceeding with the prosecution of the services so changed.

D. Other Change Orders. Any other written order or an oral order (which term as used in this Section shall include direction, instruction, interpretation, or determination) from the Contracting Officer which causes any such change, shall be treated as a Change Order under this Article, provided that the Architect-Engineer gives the Contracting Officer written notice stating the date, circumstances and sources of the order and that the Architect-Engineer regards the order as a Change Order.

E. General Requirements. Except as herein provided, no order, statement or conduct of the Contracting Officer shall be treated as a change under this Article or entitle the Architect-Engineer to an equitable adjustment hereunder. If any change under this Article causes an increase or decrease in the Architect-Engineer's cost of, or the time required for, the performance of any part of the services under the Contract whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under (B) above shall

be allowed for any cost incurred more than thirty (30) days before the Architect-Engineer gives written notice as therein required unless this thirty (30) day period is extended by the Contracting Officer and provided further, that in case of defective drawings and specifications, the equitable adjustment shall include any increased cost reasonably incurred by the Architect- Engineer in attempting to comply with such defective drawings and specifications.

1. If the Architect-Engineer intends to assert a claim for an equitable adjustment under this Article, the Architect-Engineer must, within thirty (30) days after receipt of a written Change Order under (A) above or the furnishing of a written notice under (D) above, submit to the Contracting Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Contracting Officer. The statement of claim hereunder may be included in the notice under (D) above.
2. With respect to the notification obligations of the Architect-Engineer hereunder, time is of the essence. A failure to provide timely notice constitutes waiver of the claim. No claim by the Architect-Engineer for an equitable adjustment hereunder shall be allowed if asserted after final payment under the Contract.

F. Change Order Breakdown. Contract prices shall be used for Change Order work where the services, as changed, are of similar nature; no other costs, overhead or profit will be allowed.

1. Where Contract prices are not appropriate and the nature of the change is known in advance of construction, the parties shall attempt to agree on a fully justifiable adjustment of the Architect-Engineer's compensation and time for performance.
2. When Contract prices are not appropriate, or the parties fail to agree on equitable adjustment, or in processing claims, equitable adjustment for Change Order work shall be per this Article and Article 7 and shall be based upon the breakdown shown in following subsections a) through g). The Architect-Engineer shall assemble a complete cost breakdown that lists and substantiates each item of work and each item of cost.
 - a) *Labor*—Payment will be made for direct labor cost plus indirect labor cost such as insurance, taxes, fringe benefits and welfare provided such costs are considered reasonable by the District. Indirect costs shall be itemized and verified by receipted invoices. If verification is not possible, up to 18 percent of direct labor costs may be allowed. In addition, up to 20 percent of direct plus indirect labor costs may be allowed for overhead and profit.
 - b) *Rented Equipment*—Payment for required equipment rented from a third party company that is neither an affiliate of, nor a subsidiary of, the Architect-Engineer will be based on receipted invoices, which shall not exceed rates given in the current edition of the Rental Rate Blue Book for Construction Equipment published by Data Quest. If actual rental rates exceed manual rates, written justification shall be furnished to the Contracting Officer for consideration. No additional allowance will be made for overhead and profit. The Architect-Engineer shall submit written certification to the Contracting Officer that any required rented equipment is neither owned by nor rented from the Architect-Engineer or an affiliate of or subsidiary of the Architect- Engineer.
 - c) *Architect-Engineer's Equipment*—Payment for required equipment owned by the Architect-Engineer or an affiliate of the Architect-Engineer will be based solely on an hourly rate

derived by dividing the current appropriate monthly rate by 176 hours. No payment will be made under any circumstances for repair costs, freight and transportation charges, fuel, lubricants, insurance, any other costs and expenses, or overhead and profit. Payment for such equipment made idle by delays attributable to the District will be based on one-half the derived hourly rate under this subsection.

- d) *Miscellaneous*—No additional allowance will be made for general superintendence, use of small tools and other costs for which no specific allowance is herein provided.
- e) *Subcontract Work*—Payment for additional necessary subcontract work will be based on applicable procedures in a) through f), to which total additional subcontract work, up to an additional 10 percent, may be allowed for the Architect-Engineer's overhead and profit.

G. Significant Changes in Character of Services.

1. The Contracting Officer reserves the right to make, in writing, at any time during the performance of services, such changes in quantities and such alterations in the services as are necessary to satisfactorily complete the Project. Such changes in quantities and alterations shall not invalidate the Contract, and the Architect-Engineer agrees to perform the services as altered.
2. If the alterations or changes in quantities significantly change the character of the services under the Contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the services. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Architect-Engineer in such amount as the Contracting Officer may determine to be fair and reasonable.
3. If the alterations or changes in quantities significantly change the character of the services to be performed under the Contract, the altered services will be paid for as provided elsewhere in the Contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - a. When the character of the services as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - b. When an item of work is increased in excess of 125 percent or decreased below 75 percent of the original Contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original Contract item quantity, or in the case of a decrease below 75 percent, to the actual amount of services performed.
5. If the parties fail to agree upon the adjustment to be made, the dispute shall be processed as provided in Article 10 hereof entitled "Disputes". Nothing provided in this section shall excuse the Architect-Engineer from proceeding with the prosecution of services so changed.

ARTICLE 7. EQUITABLE ADJUSTMENT OF CONTRACT TERMS

The Architect-Engineer is entitled to an equitable adjustment of the contract terms whenever the following situations develop:

A. Differing Site Conditions.

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract or if unknown physical

conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract, are encountered at the site, the Architect-Engineer, upon discovering such conditions, shall promptly notify the Contracting Officer in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

2. Upon written notification, the Contracting Officer will investigate the conditions, and if he/she determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, or both, an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly. The Contracting Officer will notify the Architect-Engineer of his/her determination whether or not an adjustment of the Contract is warranted.
3. No contract adjustment which results in a benefit to the Architect-Engineer will be allowed unless the Architect-Engineer has provided the required written notice; a failure to notify the Contracting Officer of the changed conditions prior to work being disturbed by said conditions shall constitute a permanent waiver of all right to compensation related to the changed conditions by the Architect-Engineer.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

B. Suspension of Work Ordered by Contracting Officer.

1. If the performance of all or any portion of the work is suspended or delayed by the Contracting Officer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the nature of the services) and the Architect-Engineer believes that additional compensation or contract time, or both, is due as a result of such suspension or delay, the Architect-Engineer shall submit to the Contracting Officer in writing a request for equitable adjustment within ten (10) days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the Contracting Officer will evaluate the Architect-Engineer's request. If the Contracting Officer agrees that the cost or time required for the performance of the Contract, or both, has increased as a result of such suspension and the suspension was caused by conditions beyond the control or and not the fault of the Architect-Engineer or its consultants or subcontractors at any approved tier, and not caused by weather, the Contracting Officer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Contracting Officer will notify the Architect-Engineer of his/her determination whether or not an adjustment of the Contract is warranted.
3. No contract adjustment will be allowed unless the Architect-Engineer has submitted the request for adjustment within the time prescribed; a failure to submit a request for adjustment in the time prescribed shall constitute waiver of all right to compensation related to the suspension of work by the Architect-Engineer.

ARTICLE 8. TERMINATION

A. Termination for Default. Termination, whether for default or convenience is not a Government claim. The Contracting Officer may terminate the Contract, or any task order issued thereunder by the Contracting Officer, for default, in whole or in part, if the termination is in the best interests of the Government, and the Architect-Engineer does any of the following:

1. Fails to complete the Services within the time specified in the Contract or any modification (including task orders);
2. Fails to make sufficient progress on contract performance so as to endanger performance

of the Contract (including any task order) within the time specified or in the manner specified in the Contract;

3. Fails or refuses to go forward with the services in accordance with the direction of the Contracting Officer;
4. Expresses through word or conduct an intention not to complete the services in accordance with the directions of the Contracting Officer;
5. Fails to perform any of the other provisions of the Contract (or any task order);
6. Materially deviates from the representations and capabilities set forth in the Architect-Engineer's response to the solicitation.

B. Final Decision of Contracting Officer. A termination for default is a final decision of the Contracting Officer. In order to contest a termination for default, the Architect-Engineer must submit a certified request to convert the termination for default to a termination for convenience with all documents supporting such conversion and comply with all Contract provisions and laws relating to terminations for convenience, including the submission of a certified termination for convenience settlement proposal. The submission of the certified request for conversion to a termination for convenience and certified termination settlement proposal to the Contracting Officer must occur prior to ninety (90) days from the date of the Contracting Officer's final decision.

C. Delays. If the Architect-Engineer refuses or fails to prosecute the services, or any separable part thereof, with such diligence as will provide for its completion within the time specified in the Contract, or any extension thereof, or fails to complete said services within the specified time, the District may, by written notice to the Architect-Engineer, terminate its right to proceed with the services or such part of the services involving the delay. In such event, the District may take over the services and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the services such materials as may have been paid for by the District. Whether or not the Architect-Engineer's right to proceed with the services are terminated, the Architect-Engineer shall be liable for any liability to the District resulting from the Architect-Engineer's refusal or failure to complete the services within the specified time.

1. If fixed and agreed liquidated damages are provided in the Contract and if the District does not so terminate the Architect-Engineer's right to proceed, the resulting damage will consist of such liquidated damages until the services are completed and accepted.
2. The Architect-Engineer's right to proceed shall not be so terminated nor the Architect-Engineer charged with resulting damage if:
 - a) The delay in the completion the services arises from unforeseeable causes beyond the control and without the fault or negligence of the Architect-Engineer, including but not restricted to acts of God, acts of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, climatic conditions beyond the normal which could be anticipated, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Architect-Engineer and such consultants or subcontractors at any tier; and
 - b) The Architect-Engineer, within 72 hours from the beginning of any such delay, (unless the

Contracting Officer grants a further period of time before the date of final payment under the Contract) notifies the Contracting Officer in writing of the causes of delay.

3. The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the services when, in his/her judgment, the findings of fact justify such an extension, and his/her findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in Article 7 herein.
4. If, after notice of termination of the Architect-Engineer's right to proceed under the provisions of this Article, it is determined for any reason that the Architect-Engineer was not in default under the provisions of this Article, or that the delay was excusable under the provisions of this Article, the rights and obligations of the parties shall be in accordance with Article 6 herein. Failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of Article 7 herein.
5. The rights and remedies of the District provided in this Article are in addition to any other rights and remedies provided by law or under the Contract.
6. The District may, by written notice, terminate the Contract or a portion thereof as a result of an Executive Order of the President of the United States with respect to the prosecution of war or in the interest of national defense. When the Contract is so terminated, no claim for loss of anticipated profits will be permitted.

D. Opportunity to Cure. Notwithstanding the foregoing sections A and C, the Contract will not terminate as a result of the failure to perform if the Architect-Engineer begins, immediately upon receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure with no more than ten (10) days of receipt thereof. The Contracting Officer in its sole discretion, but is not obligated to, may extend the period to cure if the Department finds a legitimate reason for the extension.

E. Termination for Convenience of the District Government

1. The performance of services under the Contract, or any task order issued thereunder by the Contracting Officer, may be terminated by the District in accordance with this Article, in whole or in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the District. Any such termination shall be effected by delivery to the Architect-Engineer of a Notice of Termination specifying the extent to which performance of services under the Contract (or task order) is terminated, and the date upon which such termination becomes effective.
2. After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Architect-Engineer shall:
 - a) Stop work under the Contract (or task order) on the date and to the extent specified in the Notice of Termination.
 - b) Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the services under the Contract (or task order) as is not terminated.
 - c) Terminate all orders and subcontracts to the extent that they relate to the performance of the services terminated by the Notice of Termination.

- d) Assign to the District, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title and interest of the Architect-Engineer under the orders and subcontracts so terminated, in which case the District shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 - e) Settle all outstanding liabilities and all claims arising out of such termination of orders or subcontracts, with the approval or ratification of the Contracting Officer to the extent he/she may require, which approval or ratification shall be final for all purposes of this Article.
 - f) Transfer title to the District and deliver in the manner, at the times, and to the extent, if any, directed by the Contracting Officer completed, or partially completed plans, drawings, information and other property which, if the Contract (or task order) had been completed, would have been required to be furnished to the District.
 - g) Complete performance of such part of the services as shall not have been terminated by the Notice of Termination.
 - h) Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to the Contract that is in the possession of the Architect-Engineer and in which the District has or may acquire an interest.
 - i) The Architect-Engineer shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the cost, or any item of reimbursable cost, under this Article.
3. After receipt of a Notice of Termination, the Architect-Engineer shall submit to the Contracting Officer its termination claim, in the form with the certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than ninety (90) days from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer upon request of the Architect-Engineer made in writing within such ninety (90)-day period or authorized extension thereof. In the event the Architect-Engineer was terminated for default and it asserts that it is entitled to a termination for convenience, its certified request for the conversion of the default termination to one for convenience and its certified termination settlement proposal must be submitted to the Contracting Officer prior to the expiration of ninety (90) days from the date of the default termination. With respect to a termination for convenience, if the Contracting Officer determines that the facts justify such action, he/she may receive and act upon any such termination claim at any time after such ninety (90)-day period or extension thereof. Nothing herein shall be construed to extend the time for the submission of a claim hereunder for a defaulted Architect-Engineer beyond ninety (90) days from the date of the default termination. Upon failure of the Architect-Engineer to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the District's procedures in effect as of the date of execution of the Contract, determine, on the basis of information available to him/her, the amount, if any, due to the Architect-Engineer by reason of the termination and shall thereupon pay to the Architect-Engineer the amount so determined.
4. Subject to the provisions of Section 3 above, and subject to any review required by the District's procedures in effect as of the date of execution of the Contract, the Architect-Engineer and Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Architect-Engineer by reason of the total or partial termination of services pursuant to this Article, which amount or amounts may include a reasonable allowance for profit on services completed; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of

payments otherwise made and as further reduced by the Contract price of any services not terminated. The Contract shall be amended accordingly, and the Architect-Engineer shall be paid the agreed amount. Nothing in Section 5 below prescribing the amount to be paid to the Architect-Engineer in the event of failure of the Architect-Engineer and the Contracting Officer to agree upon the whole amount to be paid to the Architect-Engineer by reason of the termination of services pursuant to this Article, shall be deemed to limit, restrict or otherwise determine or effect the amount or amounts which may be agreed upon to be paid to the Architect-Engineer pursuant to this paragraph.

5. In the event of the failure of the Architect-Engineer and the Contracting Officer to agree as provided in Section 4 above upon the whole amount to be paid to the Architect-Engineer by reason of the termination of services pursuant to this Article, the Contracting Officer shall, subject to any review required by the District's procedures in effect as of the date of execution of the Contract, determine, on the basis of information available to him/her, the amount, if any, due the Architect-Engineer by reason of the termination and shall pay to the Architect-Engineer the amounts determined by the Contracting Officer, as follows, but without duplication of any amounts agreed upon in accordance with Section 4 above:
 - a) With respect to all Contract work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of:
 - i) The cost of such services;
 - ii) The cost of settling and paying claims arising out of the termination of services under subcontracts or orders as provided in Section 2(e) above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of work under the Contract, which amounts shall be included in the cost on account of which payment is made under on Section 5(a)(i) above; and
 - iii) A sum, as profit on Section 5(a)(i) above, determined by the Contracting Officer to be fair and reasonable; provided however, that if it appears that the Architect-Engineer would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this subparagraph and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and provided further that profit shall be allowed only on preparations made and services performed by the Architect-Engineer for the terminated portion of the Contract (or task order) but may not be allowed on the Architect-Engineer's settlement expenses. Anticipatory profits and consequential damages shall not be allowed. Any reasonable method may be used to arrive at a fair profit, separately or as part of the whole settlement.
 - b) The reasonable cost of the preservation and protection of property incurred pursuant to Section 2(i); and any other reasonable cost incidental to termination of services under the Contract including expense incidental to the determination of amount due to the Architect-Engineer as the result of the termination of work under the Contract.
6. The total sum to be paid to the Architect-Engineer under Section 5(a) above shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of services not terminated. Except for normal spoilage, and except to the extent that the District shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Architect-Engineer under Section 5(a) above, the fair value, as determined by the Contracting Officer, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the District
7. The Architect-Engineer shall have the right of appeal, under Article 9 herein, from any determination made by the Contracting Officer under Sections 3 or 5, above, except that, if

the Architect-Engineer has failed to submit its claim within the time provided in Section 3 above and has failed to request extension of such time, the Architect-Engineer shall have no such right of appeal. In any case where the Contracting Officer has made a determination of the amount due under Sections 3 or 5, above, the District shall pay to the Architect-Engineer the following:

- a) If there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Contracting Officer, or
 - b) If an appeal had been taken, the amount finally determined on such appeal.
8. In arriving at the amount due the Architect-Engineer under this Article there shall be deducted:
- a) all unliquidated advance or other payments on account theretofore made to the Architect-Engineer, applicable to the terminated portion of the Contract (or task order);
 - b) any claim which the District may have against the Architect-Engineer in connection with the Contract; and
 - c) the agreed price for, or the proceeds of sale of, any materials, supplies or other things kept by the Architect-Engineer or sold, pursuant to the provisions of this Article and not otherwise recovered by or credited to the District.
9. If the termination hereunder be partial, prior to the settlement of the terminated portion of the Contract (or task order), the Architect-Engineer may file with the Contracting Officer a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made at such price or prices; however, nothing contained herein shall limit the right of the District and the Architect-Engineer to agree upon the amount or amounts to be paid to the Architect-Engineer for the completion of the continued portion of the Contract when said Contract does not contain an established Contract price for such continued portion.
10. The District may from time to time, under such terms and conditions as it may prescribe, make partial payments against costs incurred by the Architect-Engineer in connection with the terminated portion of the Contract (or task order) whenever in the opinion of the Contracting Officer the aggregate of such payments shall be within the amount to which the Architect-Engineer will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this Article, such excess shall be payable by the Architect-Engineer to the District upon demand, together with interest in accordance with the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*
11. Unless otherwise provided in the Contract or by applicable statute, the Architect-Engineer, from the effective date of termination and for a period of three (3) years after final settlement under the Contract, shall preserve and make available to the District at all reasonable times at the office of the Architect-Engineer, but without direct charge to the District, all its books, records, documents and other evidence bearing on the costs and expenses of the Architect-Engineer under the Contract and relating to the services terminated hereunder, or, to the extent approved by the Contracting Officer, photographs and other authentic reproductions thereof.
12. By virtue of a Termination for Convenience, the Architect-Engineer shall not become entitled to payment for defective services, deficient services, rejected services, or services not in accordance with the plans or specifications set forth in the Contract.

ARTICLE 9. DISPUTES

A. Generally. All disputes arising under or relating to the Contract shall be resolved as provided herein.

B. Claims by the Architect-Engineer against the District.

1. Claim, as used in this Section B of Article 9, means a written assertion by the Architect- Engineer seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the Contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- a) All claims by the Architect-Engineer against the District arising under or relating to the Contract shall be in writing and shall be submitted to the Contracting Officer for a decision.
- b) Within 120 days after receipt of a claim, the Contracting Officer shall issue a decision, whenever possible taking into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Architect-Engineer.
- c) Any failure by the Contracting Officer to issue a decision on a Contract claim within the required time period shall be deemed to be a denial of the claim and shall authorize the commencement of an appeal on the claim as otherwise provided.
 - i) If the Architect-Engineer is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Architect-Engineer, the Architect-Engineer shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Architect-Engineer's claim.
 - ii) Liability under this section shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- d) All cost data, pricing data, and task data of claims hereunder must be certified as accurate, complete, required, and necessary to the best of the Architect-Engineer's knowledge and belief. Further, all task or work data in the claim must be described therein to the smallest unit of work or task. The Contracting Officer may require any additional certifications, descriptions or explanations of the claim.
- e) The parties agree that time is of the essence and all claims hereunder must be presented to the Contracting Officer for a final decision within thirty (30) days of the occurrence of the circumstances giving rise to such claim or within thirty (30) days of when the Architect-Engineer knew or should have known of the circumstances giving rise to such claim, otherwise compensation for that claim is waived.
- f) The parties agree that there shall be no claims for unabsorbed home office overhead.

2. The Architect-Engineer's claim shall contain at least the following:

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

- b) Any data or other information in support of the claim;
 - c) A brief description of the Architect-Engineer's efforts to resolve the dispute prior to filing the claim; and
 - d) The Architect-Engineer's request for relief or other action by the Contracting Officer.
 - e) The certification of the accuracy, completeness, requirement, and necessity of all aspects of the claim.
- 3. The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Architect-Engineer.
 - 4. Pending final decision of an appeal, action, or final settlement, the Architect-Engineer shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

C. Claims by the District Against the Architect-Engineer.

- 1. Claim as used in this Section C of Article 9, means a written demand or written assertion by the District, including the Contracting Officer, seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the Contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. Nothing herein shall be construed to require the District to notify the Architect-Engineer prior to the issuance of the Contracting Officer's final decision.
- 2.
 - a) All claims by the District against the Architect-Engineer arising under or relating to a contract shall be decided by the Contracting Officer, who shall issue a decision in writing and furnish a copy of the decision to the Architect-Engineer.
 - b) The decision shall be supported by reasons and shall inform the Architect-Engineer of its rights. Specific findings of fact shall not be required.
- 3. This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- 4. The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Architect-Engineer.
- 5. Pending final decision of an appeal, action, or final settlement, the Architect-Engineer shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.
- 6. The Contracting Officer may enter into a voluntary exclusion agreement with the Architect-Engineer in order to settle any claim or dispute between the parties.

ARTICLE 10. RETENTION AND EXAMINATION OF RECORDS

Unless otherwise provided in the Contract, or by applicable statute, the Architect-Engineer, from the effective date of Contract completion and for a period of three (3) years after final settlement under the Contract, shall preserve and make available to the District at all reasonable times at the office of the Architect-Engineer but without direct charge to the District, all its books, records, documents, and other evidence bearing on the costs and expenses of the Architect-Engineer under the Contract.

ARTICLE 11. COVENANT AGAINST CONTINGENT FEES

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

ARTICLE 12. OFFICIALS NOT TO BENEFIT

A. District Employees Not To Benefit. Unless a determination is made as provided herein, no officer or employee of the District will be admitted to any share or part of the Contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer or any District employee authorized to execute contracts in which they or an employee of the District will be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this provision shall not be construed to extend to the Contract if made with a corporation for its general benefit. A District employee shall not be a party to a contract with the District and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when the District's needs cannot reasonably otherwise be met in accordance with DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code, section 2-310.01, and Chapter 18 of the DC Personnel Regulations. The Architect-Engineer represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Architect-Engineer further covenants not to employ any person having such known interests in the performance of the Contract.

B. Anti-Competitive Practices and Anti-Kickback Provisions.

1. The Architect-Engineer recognizes the need for markets to operate competitively and shall observe and shall comply with all applicable law, rules, and regulations prohibiting anti-competitive practices. The Architect-Engineer shall not engage, directly or indirectly, in collusion or other anti-competitive practices that reduces or eliminates competition or restrains trade. The District shall report to the appropriate authority any activity that evidences a violation of the antitrust laws, and take such other further action to which it is entitled or obligated under the law.
2. The Architect-Engineer shall observe and comply with all applicable law, rules, and regulations prohibiting kickbacks and, without limiting the foregoing, Architect-Engineer shall not (i) provide or attempt to provide or offer to provide any kickback; (ii) solicit, accept, or attempt to accept any kickback; or (iii) include, directly or indirectly, the amount of any

kickback in the contract price charged by Architect-Engineer or a Subcontractor of the Architect-Engineer to the District. The Architect-Engineer shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this subparagraph in its own operations and direct business relationships. The District may take any recourse available to it under the law for violations of this anti-kickback provision.

ARTICLE 13. CONFLICT OF INTEREST AND ETHICS

A. Former Employees Generally. Pursuant to Public Law 95-521, as amended, no former employee of the United States District or the District of Columbia:

1. Shall knowingly represent the Architect-Engineer before any District agency through personal appearance or communication in connection with a matter involving specific parties to the Contract where the former District employee participated personally and substantially in this matter while employed with the District.
2. Shall within two (2) years after terminating District employment knowingly represent the Architect-Engineer before any District agency through personal appearance or communication in connection with a matter involving specific parties to the Contract where the matter was pending under the official responsibility of the former employee within one (1) year prior to termination of District service.

B. Former Senior Employees. Pursuant to Public Law 95-591, as amended, no former senior level officer or former senior level employee of the United States District or the District of Columbia District named in or designated by the Contracting Officer of the Office of District Ethics under Section 207(d) of Title 18 USC:

1. Shall, within two (2) years after terminating District employment knowingly represent or aid counsel, advise, consult or assist in representing any other person by personal presence at any formal or informal appearance before any District agency in connection with a matter involving specific parties where the former employee participated personally and substantially in that matter while employed with the District.
2. Shall, within one (1) year after terminating District employment knowingly act as an agent or attorney for or otherwise represent anyone in any formal or informal appearance before or with the intent to influence make any written or oral communication on behalf of anyone to his or her former District or agency or any of its officers or employees or (2) in connection with any particular District matter, whether or not involving a specific party which is pending before such District or agency or in which it has a direct and substantial interest.

C. Conflict of Interest. The Architect-Engineer represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. The Architect-Engineer represents and warrants that, in the performance of the Contract, no person having such interest or possible interest shall be employed by it. No elected official or other officer or employee of the District, nor any person whose salary is payable, in whole or in part, from the District Treasury, shall participate in any decision relating to the Contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested; nor shall any such person have any interest, direct or indirect, in the Contract or in the proceeds

thereof.

- D. **No Kick-Backs.** The Architect-Engineer shall not offer or receive any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with the Contract. The Architect-Engineer shall not confer on any public employee having official responsibility for the Contract any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value.
- E. **No Contractor Employment.** No official or employee of the District of Columbia whose duties as such official or employee include matters relating to or affecting the subject matter of the Contract shall, during the pendency and term of the Contract and/while serving as an official or employee of the District of Columbia, become or be an employee of the Architect-Engineer or any entity that is a subcontractor on the Contract.

ARTICLE 14. DISMISSALS AND REPLACEMENT OF KEY PERSONNEL

- A. **Dismissals by the District.** Should the continued employment of any person or persons in the Architect-Engineer's organization under the Contract be deemed by the Contracting Officer to be prejudicial to the interests of the District, such person or persons shall be immediately removed from the work hereunder. The Architect-Engineer shall make every effort in the selection of its employees and in the prosecution of the work under the Contract to safeguard all drawings and specifications and to prevent the theft conversion or unauthorized use of the same.
- B. **Replacement of Key Personnel.** No substitutions for Key Personnel shall be permitted unless approved by the Contracting Officer. Any proposed replacement for Key Personnel must possess qualifications substantially similar to those of the Key Personnel being replaced and are subject to the prior written approval of the Contracting Officer. In addition, at the Contracting Officer's request at any time, the Architect-Engineer shall remove any Key Personnel or other personnel and substitute another employee of the Architect-Engineer or its subcontractors reasonably satisfactory to the Contracting Officer. The Contracting Officer may request such substitution at any time, in his/her sole discretion.
- C. **Liquidated Damages.** In order to maintain project continuity the District expects that the Architect-Engineer will assign the same project managers to all phases of the Project and that such personnel will be available to oversee and coordinate the services throughout the Project. Accordingly, the Architect-Engineer's designated Key Personnel shall be subject to liquidated damages for their removal or reassignment by the Architect-Engineer. In each instance where the Architect-Engineer removes or reassigns one of its Key Personnel (but excluding instances where such personnel become unavailable due to death, disability, or separation from the employment of the Architect-Engineer or any affiliate of the Architect-Engineer) without the prior written consent of the Contracting Officer, the Architect-Engineer shall pay to the District an amount set forth in the Contract as liquidated damages and not a penalty, to reimburse the District for its administrative costs arising from the Architect-Engineer's failure to provide the Key Personnel. The foregoing liquidated damage amount shall not bar recovery of any other damages, costs or expenses other than the District's internal administrative costs. In addition, the District shall have the right, to be exercised in its sole discretion, to remove, replace or to reduce the Scope of Services of the Architect-Engineer in the event that a member of the Key Personnel has been removed or replaced by the Architect-Engineer without the consent of the District. In the event the District exercises the right to remove, replace or to reduce the Scope of Services of the Architect-Engineer, the District shall have the right to enforce the terms of the Contract and to keep-in-place those members of the Architect-Engineer's team not removed or replaced and the remaining members

shall complete the services required under the Contract in conjunction with the new members of the Architect-Engineer's team approved by the District.

ARTICLE 15. COMPLIANCE WITH FEDERAL AND DISTRICT OF COLUMBIA LAWS AND REGULATIONS

- A. Generally.** The Architect-Engineer shall at all times exercise the professional skill and care required by Section 2.F of these Standard Contract Provisions in observing and complying with all laws, codes, regulations, orders and decree set forth by any department, agency or branch of the United States District, and the District of Columbia applicable to the services.
- B. Equal Opportunity: Non-Discrimination in Employment.** During the performance of the Contract the Architect-Engineer shall comply with the provisions of Mayor's Order 85-85 as implemented by Title 4, Chapter 11 – Equal Employment Opportunity Requirements in Contracts, 33 DCR 4952 (August 15, 1986).
- C. Buy American Act.**
1. *Agreement*—In accordance with the Buy American Act (41 USC 10a-10d), and Executive Order 10582. December 17, 1954 (3 CFR, 1954-58 Comp., p. 230), as amended by Executive Order 11051, September 27, 1962 (3 CFR, 1059—63 Comp., p. 635), the Architect-Engineer agrees that only domestic construction material will be used by the Architect-Engineer, subcontractors, material men and suppliers in the performance of the Contract, except for non-domestic material listed in the Contract.
 2. *Domestic Construction Material*—"Construction material" means any article, material or supply brought to the construction site for incorporation in the building or work. An unmanufactured construction material is a "domestic construction material" if it has been mined or produced in the United States. A manufactured construction material is a "domestic construction material" if it has been manufactured in the United States and if the cost of its components which have been mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. "Component" means any article, material, or supply directly incorporated in a construction material.
 3. *Domestic Component*—A component shall be considered to have been "mined, produced, or manufactured in the United States" regardless of its source, in fact, if the article, material or supply in which it is incorporated was manufactured in the United States and the component is of a class or kind determined by the District to be not mined, produced or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.
 4. *Foreign Material* – When steel materials are used in a project a minimal use of foreign steel is permitted. The cost of such materials cannot exceed one-tenth of one percent of the total project cost, or \$2,500,000, whichever is greater.
- D. Service Contract Act.** The Architect-Engineer agrees that the work performed under this Contract shall be subject to the Service Contract Act (41 U.S.C. 351 *et seq.*). The wage rates applicable to this Project shall be attached as an exhibit to the Contract. The Architect-Engineer further agrees that it and all of its subcontractors shall comply with the regulations implementing the Service Contract Act and such regulations are hereby incorporated by reference.

- E. False Claims Act.** The Architect-Engineer shall be governed by all laws and regulations prohibiting false or fraudulent statements and claims made to the government, including the prescriptions set forth in District of Columbia Code §22-2405 and §§2-381.01 et seq.

ARTICLE 16. APPOINTMENT OF ATTORNEY

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

The Architect-Engineer 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 Architect-Engineer 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 Architect-Engineer failed to receive a copy of such process, notice, pleading or other paper so served upon the said Clerk, provided that said Clerk shall have deposited in the United States mail, certified and postage prepaid, a copy of such process, notice, pleading or other papers addressed to the Architect-Engineer at the address stated in the Contract.

ARTICLE 17. INDEMNIFICATION

- A. Violation of Laws, Regulations, Specifications, and Breach of Contract.** If the Architect-Engineer violates any laws, regulations, codes or industry standards relating to the Project, the Architect-Engineer shall take prompt action to correct or abate such violation and shall indemnify and hold the District of Columbia and its officials, officers, agents, and employees, the Department and its consultants, representatives, agents, servants and employees harmless against any and all claims or liability, damages, fines, penalties, third party claims, suits, awards, actions, causes of action or judgments, including but not limited to reasonable attorney's fees and costs incurred thereunder, arising from or based on the violation of any such law, code, regulation, codes or industry standards, order or decree in performance of the Contract services whether by the Architect-Engineer, an employee or agent of the Architect-Engineer, any person, firm or corporation employee engaged by the Architect-Engineer or contractually associated with the Architect-Engineer in the performance of or in connection with the Services contemplated or performed under the Contract.. If the Architect-Engineer breaches the terms of this Contract, including the solicitation, letter contract, standard contract provisions, directives, specifications, manufacturer's specifications, and the RFP, the Architect-Engineer shall indemnify and hold the Department and its consultants, representatives, agents, servants and employees harmless against any damages, fines, penalties, claims, suits, awards, actions, causes of action or judgments, including but not limited to reasonable attorney's fees and costs incurred thereunder, that result from such breach.
- B. Professional Services.** To the fullest extent permitted by law, the Architect-Engineer shall defend, indemnify and hold harmless the Department and the Department's consultants and agents and employees from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from performance of the services, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Architect-Engineer, a consultant or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party

indemnified hereunder.

- C. Non-Professional Services.** In addition, other than claims arising out of the performance of professional services, the Architect-Engineer shall defend, indemnify and hold harmless the Department, its representatives, consultants, officers, agents, servants and employees, from and against claims, liabilities, demands, losses, damages, judgments, costs, or expenses, including reasonable attorneys' fees and expenses recoverable under applicable law, to the extent such claims are caused by acts or omissions of the Architect-Engineer, a consultant or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder or arising out of the Contract services, provided that, such claims arise out of non-professional services required under the Contract.
- D. Third Party Disputes.** Disputes between the Architect-Engineer and any subcontractors, material suppliers, or any other third parties over payments allegedly owed by the Architect-Engineer to a third party shall be resolved exclusively between the Architect-Engineer and the third party; the Architect-Engineer shall permit no pass-through suits to be brought against the District by a third party in the Architect-Engineer's name. However, nothing herein shall be construed to prevent the Architect-Engineer from paying a subcontractor's claim and seeking a timely equitable adjustment hereunder.

ARTICLE 18. SUBCONTRACTORS AND/OR OUTSIDE ASSOCIATES AND CONSULTANTS

- A. Prior Consent Required.** Except as otherwise provided in this Section 18 (A), the Architect-Engineer shall not delegate or enter into any Subcontracts for the performance of its obligations under the Contract, in whole or in part, without on each occasion obtaining the prior written consent of the Contracting Officer. Any subcontractors and/or outside associates or consultants required by the Architect-Engineer in connection with the Services covered by the Contract shall be limited to such individuals or firms as were specifically identified in the Architect-Engineer's written proposal and approved by the District during negotiations. Any proposed changes in such subcontractors, associates, or consultants shall be subject to the prior written approval of the Contracting Officer.
- B. Requests.** The Architect-Engineer shall submit to the Contracting Officer copies of all proposed subcontract(s) to be entered into by the Architect-Engineer, along with the Architect-Engineer's written request for the District's consent. All such subcontracts must specify that:
1. work performed by the subcontractor shall be in accordance with the terms of the Contract;
 2. nothing contained in such subcontract shall be construed to impair the rights of the District under the Contract;
 3. the District's consent to or approval of any subcontract shall not create any obligation of the District to any subcontractor;
 4. nothing contained in such subcontract, or under the Contract, shall create any obligation of the District to any subcontractor;
 5. the District shall be expressly designated a third party beneficiary of the subcontract;
 6. upon request by the District (at the District's sole option) and upon receipt of written notice from the District stating that the Contract between the District and the Architect-Engineer has been

terminated, the subcontractor agrees that it will continue to perform its obligations under the subcontract for the benefit of the District in accordance with the terms and conditions of the Contract, provided the District pays the subcontractor for the services rendered and materials provided by the subcontractor from and after the date of the termination of the Contract between the District and the Architect-Engineer at the same rate or in the same amount as set forth in the subcontract for services and materials after such date of termination;

7. the subcontractor shall be bound by the same requirements as the Architect-Engineer including confidentiality, maintenance and preservation of records, and audit by government representatives, under the Contract; and
8. the subcontractor agrees (i) to assign and transfer to the District all of its rights to sales and use tax which may be refunded as a result of a claim for refund for any materials purchased in connection with the subcontract or the Contract, (ii) that, other than as directed by the District, it will not file a claim for refund for any sales or use tax which is the subject of this assignment; and (iii) that the District, in its own name or in the name of subcontractor, may file a claim for a refund of any sales or use tax covered by the assignment.

C. No Relief of Obligations. No permitted subcontract shall relieve the Architect-Engineer of any obligation under the Contract. The Architect-Engineer shall be as fully responsible for the acts and omissions of its subcontractors or persons either directly or indirectly employed by them, as it is for the acts and omissions of the Architect-Engineer or persons directly or indirectly employed by the Architect-Engineer.

D. No Effect. Any purported subcontract in violation of this Section or of any other section in the Contract shall be of no force and effect.

E. Right to Reject. The District may, in its sole discretion, reject any or all bids and proposals received by the Architect-Engineer from any subcontractor for any portion of the services, and may require the Architect-Engineer to obtain new or revised bids or proposals or subcontractors.

F. Incorporation by Reference. Any agreement the Architect-Engineer makes with a subcontractor, outside associate or consultant shall incorporate specifically or by reference thereto, each and every provision of the Contract, these Standard Contract Provisions, the Attachment(s) and Appendices hereto, and if applicable, the District's Standard Contract Provisions for Construction Contracts.

ARTICLE 19. WAIVER

No waiver by the District or the Architect-Engineer of any breach of any provision of the Contract shall operate as a waiver of such provision or of the Contract or as a waiver of subsequent or other breaches of the same or any other provision of the Contract; nor shall any action or non-action by the Contracting Officer or by the District or the Architect-Engineer be construed as a waiver of any provision of the Contract or of any breach thereof unless the same has been expressly declared or recognized as a waiver by the Contracting Officer or the District or the Architect-Engineer, as applicable, in writing.

ARTICLE 20. PATENTED AND PROPRIETARY ITEMS

- A. Prior Approval Required.** The Architect-Engineer shall not, without the prior written approval of the Contracting Officer, specify for the Project, or necessarily imply the required use of any article, product, material, fixture or form of construction, the use of which is covered by a patent, or which

is otherwise exclusively controlled by a particular firm or group of firms.

- B. Indemnity.** The Architect-Engineer shall be liable to and hereby agrees to defend, indemnify and hold harmless the District against any claim, action cost or judgment against the District for patent infringement, trademark violation, copyright violation or infringement of rights in technical data, in any systems, graphs, charts, designs, drawings or specifications furnished by the Architect-Engineer in the performance of the Contract.

ARTICLE 21. TRANSFER OR ASSIGNMENT OF CONTRACT

- A. Prior Consent Required.** Unless otherwise provided by law, neither the Contract nor any interest therein may be transferred or assigned by the Architect-Engineer to any other party without the written consent of the Contracting Officer; and any attempted transfer or assignment not authorized by this Article shall constitute a breach of the Contract and the District may for such cause terminate the Contract for default and terminate the right of the Architect-Engineer to proceed in the same manner as provided in Article 8.B. herein, and the Architect-Engineer shall be liable to the District for any excess cost occasioned the District thereby.
- B. Monies.** The Architect-Engineer shall not assign any right to any monies to be paid under the Contract, without on each occasion obtaining the prior written consent of the Contracting Officer. In no case shall approval by the District of the assignment of any monies to be paid under the Contract relieve the Architect-Engineer from its obligations hereunder or change the remaining terms of the Contract. Any purported assignment in violation of this Article shall be of no effect.
- C. Applicability in Case of Bankruptcy or Insolvency.** A receiver or trustee in any federal or state bankruptcy, insolvency or other proceedings shall comply with the requirements set forth in the Standard Contract Provisions.
- D. Obligation of Architect-Engineer.** The Architect-Engineer acknowledges that the Services are the obligation of the Architect-Engineer and the District shall have no obligation to accept performance by a third party without the Contracting Officer's prior and express written consent.
- E. Failure to Obtain Consent.** Failure to obtain the previous written consent of the Contracting Officer to such an assignment, transfer or conveyance, shall justify, at the option of the Contracting Officer, the revocation and annulment of the Contract. The District shall thereupon be relieved and discharged from any further liability and obligation to the Architect-Engineer, his assignees or transfers, and the Architect-Engineer and his assignees shall forfeit and lose all monies theretofore earned under the Contract, except so much as may be required to pay the Architect-Engineer's employees.
- F. Assignment by the District.** This Contract may be assigned by the District to any corporation, agency or instrumentality of the District having authority to accept such assignment.

ARTICLE 22. QUALIFICATIONS

- A. Signatory Authority and Qualifications.** The Architect-Engineer hereby warrants that the signature or signatures herein before affixed are duly authorized further the Architect-Engineer warrants as a true statement any and all statements of qualification with respect to but not limited to professional status premises, employees experience and financial standing such as may be set forth in documents furnished by the Architect-Engineer or required by the District for the purpose of securing the District's consent to enter into the Contract. Misrepresentation shall be

cause for termination for default of the Contract and such other action as may be appropriate including with limitation suspension and debarment and civil or criminal penalties.

- B. Good Standing.** If the Architect-Engineer is an entity, the Architect-Engineer is either: (1) a not-for-profit corporation or other entity determined to be tax exempt pursuant to section 501(c) of the Internal Revenue Code by the Internal Revenue Service; or (2) a business corporation, partnership or other business entity duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization. The Architect-Engineer shall also be duly licensed, qualified and in good standing in the District of Columbia. The Architect-Engineer's loss of good standing is grounds for Termination for Default without liability upon the Department.
- C. Authority to Act.** The Architect-Engineer has full legal power and authority to enter and perform the Contract and provide the Services without resulting in a default under or a breach or violation of (1) the Architect-Engineer's certificate or articles of incorporation or bylaws or other organizational documents, if applicable; (2) any applicable law, or any license, permit or other instrument or obligation to which the Architect-Engineer is now a party or by which the Architect-Engineer may be bound or affected; and (3) the Architect-Engineer's tax exempt status, if applicable.
- D. Legal Obligation.** The Contract has been duly authorized, executed and delivered by the District and the Architect-Engineer, by and through persons authorized to execute the Contract on their respective behalf, and constitutes the legal, valid and binding obligation of the District and the Architect-Engineer, enforceable against the District and the Architect-Engineer in accordance with its terms.
- E. No Litigation Preventing Performance.** There is no litigation, claim, consent order, settlement agreement, investigation, challenge or other proceeding pending or threatened against the Architect-Engineer, its properties or business, or any individuals acting on the Architect-Engineer's behalf, including, without limitation, subcontractors, which seek to enjoin or prohibit the Architect-Engineer from entering into or performing its obligations under the Contract.
- F. Requisite Licensure and Qualifications.** The Architect-Engineer and all of the entities and individuals acting on the Architect-Engineer's behalf, including, without limitation, consultants and subcontractors, in connection with the Services under the Contract, possess and, at all times during the term of the Contract, shall possess all licenses, certifications, qualifications, or other credentials as required in accordance with all applicable laws, regulations and the terms of the Contract, to perform the Services. The Architect-Engineer shall provide the District with copies of all licenses, credentials, and/or certifications specified in this Section within five (5) days of request by the District.

ARTICLE 23. ARCHITECT-ENGINEER'S WARRANTY AGAINST DEBARMENT

The Architect-Engineer certifies that it is not currently (i) debarred, suspended or excluded, (ii) a party to a voluntary exclusion agreement, or (iii) otherwise enjoined from submitting bids or proposals on contracts for the type of services covered by the Contract, nor is the Architect-Engineer an agent of any person or entity that is currently so debarred, suspended, excluded or otherwise enjoined.

ARTICLE 24. RECOVERY OF DEBTS OWED THE GOVERNMENT

The Architect-Engineer hereby agrees that the Department may use all or any portion of any payment, consideration or refund due the Architect-Engineer under the Contract to satisfy, in whole or part, any debt due the District.

ARTICLE 25. ADMINISTRATIVE LIQUIDATED DAMAGES

In addition to any other liquidated damages provided for in the Contract, the Architect-Engineer hereby agrees that the Government may assess administrative liquidated damages for the Architect-Engineer's failure to submit when due any deliverable required by the Contract. Unless otherwise prescribed by the Contracting Officer, the rate of the administrative liquidated damages shall be \$250 per day until the required deliverable is received and accepted by the Department. The Department's remedies for failure to comply with the Contract terms and conditions are cumulative and not exclusive. Nothing herein shall be construed to limit the Department's ability to terminate the Architect-Engineer for the failure to submit Contract deliverables when due.

ARTICLE 26. FORCE MAJEURE

If the Architect-Engineer, because of Force Majeure, is rendered wholly or partly unable to perform its obligations when due under this Contract, the Architect-Engineer may be excused from whatever performance is affected by the Force Majeure to the extent so affected. In order to be excused from its performance obligations under this Contract by reason of Force Majeure, within 72 hours of the occurrence or event, the Architect-Engineer must provide the Contracting Officer written notice of its inability to perform as well as a description of the Force Majeure and its effect on Contract performance. The Contracting Officer will have the right to cause the inspection of the work site to determine the validity of the Architect-Engineer's assertion of its inability to perform. If the Contracting Officer agrees that the Architect-Engineer is wholly or partly unable to perform its obligations under the Contract a decision will be issued indicating the extent to which the Architect-Engineer is excused from its performance obligations. In no event will the Contractor be entitled to money damages from the Department due to Force Majeure.

Attachment H – Bidder/Offeror Certification Form

BIDDER/OFFEROR CERTIFICATION FORM

COMPLETION			
The person(s) completing this form must be knowledgeable about the Bidder's/Offeror's business and operations.			
RESPONSES			
Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the Bidder's/Offeror's name at the top of each attached page.			
GENERAL INSTRUCTIONS			
This form contains five (5) sections. Section I concerns the bidder's/offeror's responsibility; Section II includes additional required certifications; Section III relates to the Buy American Act (if applicable); Section IV relates to the Walsh-Healey Act; and Section V requires the bidder's/offeror's signature. Please note, a determination that a prospective contract is found to be "not responsible" is final and not appealable.			
SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATION			
<i>Instructions for Section I: Section I contains eight (8) parts. Part 1 requests information concerning the Bidder's/Offeror's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the Bidder's/Offeror's business. Part 4 concerns the Bidder's/Offeror's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the Bidder's/Offeror's financial and organizational status. Part 7 requires the Bidder/Offeror to agree to update the information provided. Part 8 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).</i>			
PART 1: BIDDER/OFFEROR INFORMATION			
Legal Business Entity Name:		Solicitation #:	
Address of the Principal Place of Business (street, city, state, zip code)		Telephone # and ext.:	Fax #:
Email Address:		Website:	
Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive).			
Type:	Name:	EIN:	Status:
1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):			
<input type="checkbox"/> Corporation (including PC)		Date of Incorporation:	
<input type="checkbox"/> Joint Venture		Date of Organization:	
<input type="checkbox"/> Limited Liability Company (LLC or PLLC)		Date of Organization:	
<input type="checkbox"/> Nonprofit Organization		Date of Organization:	
<input type="checkbox"/> Partnership (including LLP, LP or General)		Date of Registration or Establishment:	
<input type="checkbox"/> Sole Proprietor		How many years in business?:	
<input type="checkbox"/> Other		Date established?:	
If "Other," please explain:			
1.2 Was the bidder's/offeror's business formed or incorporated in the District of Columbia?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeror's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District, or provide an explanation if the documents are not available.			
State _____		Country _____	
1.3 Please provide a copy of each District of Columbia license, registration or certification that the Bidder/Offeror is required by law to obtain (other than those provided in Subpart 1.2). If the Bidder/Offeror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either: (a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or (b) Explain its exemption from the requirement.			
1.4 If your company, its principals, shareholders, directors, or employees own an interest or have a position in another entity in the same or similar line of business as the Bidder/Offeror, please describe the affiliation in detail.			

1.5 If any officer, director, shareholder or anyone holding a financial interest in the Bidder/Offeror has a relationship with an employee of the Department or any District agency for whom the Department is procuring goods or services, please describe the nature of the relationship in detail.	
PART 2: INDIVIDUAL RESPONSIBILITY	
<i>Additional Instructions for Section I, Parts 2 through 8: Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).</i>	
Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/offeror with any government entity:	
2.1 Been sanctioned or proposed for sanction relative to any business or professional permit or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.3 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for:	
(a) Any business-related activity; or	<input type="checkbox"/> Yes <input type="checkbox"/> No
(b) Any crime the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.6 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 2 above.	
2.7 In the past ten (10) years has the Bidder/Offeror had a contract terminated, in whole or in part, for any reason? If so, describe each such termination in detail.	
2.8 In the past ten (10) years has the Bidder/Offeror ever been assessed liquidated damages, costs to re-procure, costs to complete, or any other monetary damages under a contract? If so, describe each such assessment in detail.	
PART 3: BUSINESS RESPONSIBILITY	
Within the past five (5) years, has the Bidder/Offeror:	
3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.2 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for:	<input type="checkbox"/> Yes <input type="checkbox"/> No
(a) Any business-related activity; or	
(b) Any crime the underlying conduct of which was related to truthfulness?	
3.5 Been disqualified or proposed for disqualification on any government permit or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.6 Been denied a contract award (in whole or in part, for any reason) or had a bid or proposal rejected based upon a non-responsibility finding by a government entity? If so, describe each such occurrence in detail.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.8 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 3.	
PART 4: CERTIFICATES AND LICENSES	
Within the past five (5) years, has the Bidder/Offeror:	
4.1 Had a denial, decertification, revocation or forfeiture of District of Columbia certification of any Certified Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for "Yes" in Subpart 4.1.	
4.2 Please provide a copy of the bidder's/offeror's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.	
PART 5: LEGAL PROCEEDINGS	

Within the past five (5) years, has the Bidder/Offeror:	
5.1 Had any liens or judgments (not including UCC filings) filed against it which remain undischarged?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).	
5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.4 Engaged in any litigation with any government entity? If so, please identify and/or describe all threatened and pending litigation and/or claims, including but not limited to matters pending before any Boards of Contracts Appeals.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 5.	
PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION	
6.1 Within the past five (5) years, has the Bidder/Offeror received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.2 Within the past five (5) years, has the bidder/offeror had any liquidated damages assessed by a government entity over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s).	
6.3 Within the last seven (7) years, has the Bidder/Offeror initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".	
6.4 During the past three (3) years, has the Bidder/Offeror failed to file a tax return or pay taxes required by federal, state, District of Columbia or local laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offeror failed to file/pay and the current status of the tax liability.	
6.5 During the past three (3) years, has the Bidder/Offeror failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.5, provide the years the Bidder/Offeror failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.6 During the past three (3) years, has the Bidder/Offeror failed to comply with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.6, provide the years the Bidder/Offeror failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.7 Indicate whether the Bidder/Offeror owes any outstanding debt to any state, federal or District of Columbia government.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.8 During the past three (3) years, has the Bidder/Offeror been audited by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(a) If "Yes" to Subpart 6.8, did any audit of the Bidder/Offeror identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
PART 7: CONTRACTOR PROCUREMENT ACTIVITY WITHIN THE DEPARTMENT	

7.1 What is your organization's Design Capacity (total labor hours) to conduct or pursue business with the Department of General Services (DGS) in the current fiscal year? Design capacity is calculated by multiplying the total number of company employees dedicated to a particular line of business by no more than 12 hours per day. Person's completing this form may be required to provide supporting documentation to substantiate allocable labor hours presented.

(a) Construction: _____ labor hours

(b) Non-Construction: _____ labor hours

7.2 In the table below, please list:

(1) The active contracts your organization currently holds with the Department of General Services, please include the contract number(s) as a part of your response; and

(2) The number of labor hours your organization has allocated to each active contract within the current fiscal year. (Note, if more entries are required, please

	Contract Number	Labor Hours Allocated

PART 8: RESPONSE UPDATE REQUIREMENT

8.1 In accordance with the requirement of Section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02), the Bidder/Offeror shall

- (a) Within sixty (60) days of a material change to a response; and
- (b) Prior to the exercise of an option year contract.

PART 9: FREEDOM OF INFORMATION ACT (FOIA)

9.1 Indicate whether the Bidder/Offeror asserts that any information provided in response to a question in Section I is exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code §§ 2-531, et seq.). Include the question number(s) and explain the basis for the claim. (The District will determine whether such information is, in fact, exempt from FOIA at the time of request for disclosure under FOIA.)

Yes No

SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS

Instructions for Section II: Section II contains four (4) parts. Part 1 requests information concerning District of Columbia employees. Part 2 applies to the Bidder/Offeror's pricing. Part 3 relates to equal employment opportunity requirements. Part 4 relates to First Source requirements.

PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT

1.1 The bidder/offeror certifies that no officer or employee of the District of Columbia will benefit from this contract. List the name(s) of any officer or employee of the District of Columbia that may benefit from this contract in section 1.2 below.

1.2 The following officer or employee of the District of Columbia may benefit from this contract.

(a) _____

(b) _____

PART 2: INDEPENDENT PRICE DETERMINATION REQUIREMENTS

The Bidder/Offeror certifies that:

2.1 The signature of the Bidder/Offeror is considered to be a certification by the signatory that:

(a) The contract prices have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement with any bidder/offeror or competitor related to:

- (i) Those prices;
- (ii) The intention to submit a bid/proposal; or
- (iii) The methods or factors used to calculate the prices in the contract.

(b) The prices in this contract 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/proposal opening unless otherwise required by law; and

(c) 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 contract for the purpose of restricting competition.

2.2 The signature on the bid/proposal is considered to be a certification by the signatory that the signatory:

(a) Is the person in the Bidder's/Offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; or

(b) Has been authorized, in writing, to act as an agent for the following principal in certifying that the principal has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above:

*[Insert full name of person(s) in the organization responsible for determining the prices offered
in this contract and the title of his or her position in the bidder's/offeror's organization]*

- (i) As an authorized agent, certifies that the principals named in subparagraph 2.2(b) above have not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; and
- (ii) As an agent, has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above.

2.3 If the Bidder/Offeror deletes or modifies subparagraph 2.1(b) above, the bidder/offeror must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

2.4 The Bidder/Offeror certifies that:

(a) there are no other entities related to it that are responding to or bidding on the subject solicitation or invitation to bid. Related entities include, but are not limited to, any entity that shares management positions, board positions, shareholders, or persons with a financial interest in the Bidder/Offeror.

(b) there are no current or former owners, partners, officers, directors, principals, managers, employees or any persons with a financial interest in the Bidder/Offeror who have a financial interest in the request for proposal or invitation for bid or any asset, tangible or intangible, arising out of any contract or scope of work related to the request for proposal or invitation for bid.

With regards to 2.4 (b), if the Bidder/Offeror has knowledge of such a financial interest, please provide a detailed explanation.

PART 3: EQUAL OPPORTUNITY AND HUMAN RIGHTS OBLIGATIONS

3.1 I hereby certify that I am fully aware of the contents of Mayor's Order 85-85, Mayor's Order 2017-313 and the Office of Human Rights' regulations in Chapter 11 of the DCMR, and agree to comply with them while performing this contract.

PART 4: FIRST SOURCE OBLIGATIONS

4.1 I hereby certify that I am fully aware of the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Law 19-84), and agree to enter into a First Source Employment Agreement with the Department of Employment Services if awarded any contract valued at \$300,000 or more which receives funds or resources from the District, or funds or resources which, in accordance with a federal grant or otherwise, is administered by the District government.

4.2 I certify that the Initial Employment Plan submitted with my bid or proposal is true and accurate.

PART 5: EMPLOYMENT ELIGIBILITY OBLIGATIONS

5.1 I hereby certify that the Bidder/Offeror has verified the identity and employment eligibility of all its employees.

PART 6: LANGUAGE ACCESS OBLIGATIONS

6.1 For contracts where the contracting agency is a "covered entity" or "covered entity with major public contact" as defined in Sections 2(2) and 2(3) of the Language Access Act of 2004 (D.C. Official Code § 2-1931(2) and § 2-1931(3)), I hereby certify that I will comply with Language Access compliance requirements of the contracting agency while performing this contract.

PART 7: CONFLICTS OF INTEREST

7.1 The bidder/offeror certifies that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations under the contract.

PART 8: SUBCONTRACTING OBLIGATIONS

8.1 The bidder/offeror certifies that it has verified with the Department of Small and Local Business Development (DSLBD) the current certifications of its proposed certified business enterprise (CBE) subcontractors.

8.2 The bidder/offeror certifies that it has verified with the Department of Consumer and Regulatory Affairs (DCRA), and any other licensing authority, that its proposed subcontractors possess all applicable licenses and permits required to perform the work.

SECTION III. DOMESTIC PREFERENCE CERTIFICATIONS

Instructions for Section III: Section III contains one (1) part which should only be completed if goods are being provided that are subject to the requirements of the Buy American Act.

PART 1: BUY AMERICAN ACT COMPLIANCE (Applies if the bidder/offeror will provide goods to the District that are subject to the requirements of the Buy American Act)

1.1 In accordance with 41 USC 8301 *et. seq.* and implementing regulations, the bidder/offeror certifies that each end product, except the end products listed below, is a domestic end product.

Yes No

_____ EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

PART 2: FHWA BUY AMERICA ACT COMPLIANCE (Applies to FHWA-funded construction contracts)		
2.1 In accordance with 23 CFR 635.410(b), the bidder/offeror certifies that only steel or iron materials manufactured in the United States will be used for permanent incorporation on the project.	<input type="checkbox"/>	Yes <input type="checkbox"/> No
PART 3: BUY AMERICAN ACT COMPLIANCE (Applies to locally-funded construction contracts)		
3.1 In accordance with 41 USC 8301 <i>et. seq.</i> and implementing regulations, the bidder/offeror certifies that only construction materials manufactured in the United States will be used on the project.	<input type="checkbox"/>	Yes <input type="checkbox"/> No
SECTION IV. WALSH-HEALEY ACT		
<i>Instructions for Section IV: Walsh-Healey Act.</i>		
If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. §§ 35-45) (the "Act", as used in this section), the following terms and conditions apply:		
(a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.		
(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2) (41 U.S.C. §40). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. §214).		
SECTION V. CERTIFICATION		
<i>Instruction for Section V: This section must be completed by all bidder/offerors.</i>		
I, [_____], as the person authorized to sign these certifications, hereby certify that the information provided in this form is true and accurate. In accordance with the requirements of section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02(c)), I shall update any response provided in this form within 60 days of a material change to a response and prior to the exercise of an option period.		
Name [Print and sign]:	Telephone #:	Fax #:
Title:	Email Address:	
Date:	Contract No:	
<i>The District of Columbia is authorized to verify the above information with appropriate government authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than 180 days, or both, as prescribed in D.C. Official Code § 22-2405. 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. Official Code § 22-2404.</i>		

Attachment I - SBE Subcontracting Plan



SBE SUBCONTRACTING PLAN

INSTRUCTIONS: All construction & non-construction contracts for **government-assisted projects (agency contracts & private project with District subsidy)** over \$250,000, shall require at least 50% of the amount of the contract (total amount of agency contract or total private project development costs) be subcontracted to Small Business Enterprises (SBE), if insufficient qualified SBEs to Certified Business Enterprises (CBE). The SBE Subcontracting Plan must list all SBE and CBE subcontracts at every tier. Once the SBE Subcontracting Plan is submitted for agency contracts, options & extensions, it can only be amended with DSLBD's consent.

SUBMISSION OF SBE SUBCONTRACTING PLAN:

- ▲ For **agency** solicitations - submit to agency with bid/proposal.
- ▲ For **agency** options & extensions - submit to agency before option or extension exercised.
- ▲ For **private projects** - submit to DSLBD, agency project manager and District of Columbia Auditor, with each quarterly report. As private projects may not have awarded all contracts at the time the District subsidy is granted, the SBE Subcontracting Plan may be submitted simultaneously with each quarterly report and list all SBE/CBE subcontracts executed by the time of submission.

CREDIT: For each subcontract listed on the SBE Subcontracting Plan, credit will only be given for the portion of the subcontract performed, at every tier, by a SBE/CBE using *its own organization and resources*. **COPIES OF EACH FULLY EXECUTED SUBCONTRACT WITH SBEs and CBEs (AT EVERY TIER) MUST BE PROVIDED TO RECEIVE CREDIT.**

EXEMPTION: If the **Beneficiary (Prime Contractor or Developer)** is a CBE and will perform the ENTIRE **government-assisted project** with its *own organization and resources* and will NOT subcontract any portion of the services and goods, then the CBE is not required to subcontract 50% to SBEs.

BENEFICIARY (✓ which applies Prime Contractor or Developer) INFORMATION:

Company: _____ Contact # _____ Email address: _____

Street Address: _____

✓ all that applies, Company is:

- a SBE a CBE CBE Certification Number: _____
- WILL perform the ENTIRE agency contract or private project with its own organization and resources
- WILL subcontract a portion of the agency contract or private project

Company's point of contact for agency contract or private project:

Point of Contact: _____ Title: _____
 Contact # _____ Email address: _____
 Street Address: _____

GOVERNMENT-ASSISTED PROJECT (✓ which applies Agency Contract or Private Project) INFORMATION:

AGENCY SOLICITATION

Solicitation Number _____
 Solicitation Due Date: _____
 Agency : _____
 Total Dollar Amount of Contract: \$ _____

**Design-Build must include total contract amount for both design and build phase of project.*

50% of Total Dollar Amount of Contract: \$ _____
 Total Amount of All SBE/CBE subcontracts: \$ _____
 (include every lower tier)

PRIVATE PROJECT

District Subsidy: _____
 Agency Providing Subsidy: _____
 Amount of District Subsidy: _____
 Date District Subsidy Provided: _____

Project Name: _____
 Project Address: _____
 Total Development Project Budget: \$ _____
 (include pre-construction and construction costs)
 50% of Total Development Project Budget: \$ _____
 Total Amount of All SBE/CBE subcontracts: \$ _____
 (include every lower tier)



SBE/ CBE SUBCONTRACTORS (FOR EACH TIER):

SBE/ CBE SUBCONTRACTOR INFORMATION: *(For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (50% of the contract amount **including total design and build costs**) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)*

SBE/ CBE Company	Address/Telephone No./ Email	Subcontractor Tier (1 st , 2 nd , 3 rd , etc.)	Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES
_____	_____	<u>Select Tier</u>	_____

Period of subcontract: _____ Price to be paid to the SBE/CBE Subcontractor: \$_____	SBE/ CBE Point of Contact Name: _____ Title: _____ Telephone Number: _____ Email Address: _____
<i>✓all that applies, Subcontractor is:</i> <input type="checkbox"/> a SBE <input type="checkbox"/> a CBE <input type="checkbox"/> CBE Certification #: _____ <input type="checkbox"/> SBE/CBE will perform the ENTIRE subcontract with its own organization and resources <input type="checkbox"/> SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)	

SBE/ CBE SUBCONTRACTOR INFORMATION: *(For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (50% of the contract amount **including total design and build costs**) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)*

SBE/ CBE Company	Address/Telephone No./ Email	Subcontractor Tier (1 st , 2 nd , 3 rd , etc.)	Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES
_____	_____	<u>Select Tier</u>	_____

Period of subcontract: _____ Price to be paid to the SBE/CBE Subcontractor: \$_____	SBE/ CBE Point of Contact Name: _____ Title: _____ Telephone Number: _____ Email Address: _____
<i>✓all that applies, Subcontractor is:</i> <input type="checkbox"/> a SBE <input type="checkbox"/> a CBE <input type="checkbox"/> CBE Certification # _____ <input type="checkbox"/> SBE/CBE will perform the ENTIRE subcontract with its own organization and resources <input type="checkbox"/> SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)	

I _____, _____ of _____ swear or affirm the above is true and accurate
 (Name) (Title) (Prime Contractor/ Developer)

 (Signature)

 (Date)

Complete additional copies as needed.



AGENCY CONTRACTING OFFICER'S USE ONLY OR **AGENCY PROJECT MANAGER'S USE ONLY**
 (✓ which applies. Only one option should be selected.)

AGENCY CONTRACT AWARD	PRIVATE PROJECT SUBSIDY AWARD
Agency: _____ Prime Contractor: _____ Contract Number: _____ Date SBE Subcontracting Plan Accepted: _____ Date agency contract signed: _____ Anticipated Start Date of Contract: _____ Anticipated End Date of Contract: _____ Total Dollar Amount of Contract: \$ _____ <i>*Design-Build must include total contract amount for both design and build phase of project.</i> 50% of Total Contract Amount: \$ _____ Total Amount of All SBE/CBE subcontracts: \$ _____ <i>(include every tier)</i> <input checked="" type="checkbox"/> if applies <input type="checkbox"/> Base Period Contract -- Option/Extension Period: _____ <input type="checkbox"/> Multi-year Contract First year (period) of Contract: _____ Current year (period) of Contract: _____ <input type="checkbox"/> Design-Build --Date of Guaranteed Contract: _____ <input type="checkbox"/> Check if prime contractor is a CBE and will perform the ENTIRE government-assisted project (agency contract) with its <i>own organization and resources and NOT subcontract any portion of services or goods.</i>	Agency Providing Subsidy: _____ District Subsidy: _____ Developer: _____ Amount of District Subsidy: _____ Date District Subsidy Provided/ contract signed: _____ Anticipated Start Date of Project: _____ Anticipated End Date of Project: _____ Project Name: _____ Project Address: _____ Total Development Project Budget: \$ _____ <i>(include pre-construction and construction costs)</i> 50% of Total Development Project Budget: \$ _____ Total Amount of All SBE/CBE subcontracts: \$ _____ <i>(include every lower tier)</i> <input type="checkbox"/> Check if developer is a CBE and will perform the ENTIRE government-assisted project (private project) with its <i>own organization and resources and NOT subcontract any portion of services or goods.</i>

AGENCY CONTRACTING OFFICER'S AFFIRMATION OR **AGENCY PROJECT MANAGER'S AFFIRMATION**
 (✓ which applies)

The Below Agency Contracting Officer or Agency Project Manager Affirms the following (✓ to affirm):

- If the Beneficiary is a CBE, DSLBD was contacted to confirm Beneficiary's CBE certification;
- The fully executed Contract (Base or Option or Extension or Multi-Year) or subsidy document, between the Beneficiary and Agency, was emailed to DSLBD @ Compliance.Enforcement@dc.gov within five (5) days of signing;
- FOR AGENCY CONTRACT** the SBE Subcontracting Plan, submitted by Beneficiary, was emailed to DSLBD @ Compliance.Enforcement@dc.gov within five (5) days of signing the contract between the Beneficiary and Agency.

 Name of Agency Contracting Officer or Agency Project Manager

 Title of Agency Contracting Officer or Agency Project Manager

 Signature

 Date

Attachment J - First Source Employment Agreement and Employment Plan



**GOVERNMENT OF THE DISTRICT OF COLUMBIA
FIRST SOURCE EMPLOYMENT AGREEMENT FOR
CONSTRUCTION PROJECTS ONLY**



GOVERNMENT-ASSISTED PROJECT/CONTRACT INFORMATION

CONTRACT/SOLICITATION NUMBER: _____
 DISTRICT CONTRACTING AGENCY: _____
 CONTRACTING OFFICER: _____
 TELEPHONE NUMBER: _____
 TOTAL CONTRACT AMOUNT: _____

THIS SECTION TO BE COMPLETED BY THE BENEFICIARY ONLY:

TOTAL GOVERNMENT ASSISTED FUNDED AMOUNT: _____ DATE _____
 CONTRACT GRANT LOAN TAX ABATEMENT OR EXEMPTION LAND TRANSFER
 LAND DISPOSITION AND DEVELOPMENT AGREEMENT TAX INCREMENT FINANCING
 ANY ADDITIONAL LEGISLATION, IF YES _____

D.C. CODE#

GENERAL CONTRACTOR WILL MEET THE HIRING OR HOURS WORKED PERCENTAGES REQUIREMENTS FOR ENTIRE PROJECT OR PER EACH SUBCONTRACTOR

PROJECT NAME: _____
 PROJECT ADDRESS: _____
 CITY: _____ STATE: _____ ZIP CODE: _____
 PROJECT START DATE: _____ PROJECT END DATE: _____
 EMPLOYER START DATE: _____ EMPLOYER END DATE: _____

EMPLOYER INFORMATION

EMPLOYER NAME: _____
 EMPLOYER ADDRESS: _____
 CITY: _____ STATE: _____ ZIP CODE: _____
 TELEPHONE NUMBER: _____ FEDERAL IDENTIFICATION NO.: _____
 CONTACT PERSON: _____
 TITLE: _____
 E-MAIL: _____ TELEPHONE NUMBER: _____
 CERTIFIED BUSINESS ENTERPRISES CERTIFICATION NUMBER: _____
 D.C.!APPRENTICESHIP COUNCIL REGISTRATION NUMBER: _____
 ARE YOU A SUBCONTRACTOR YES NO IF YES, NAME OF PRIME CONTRACTOR: _____

This First Source Employment Agreement (Agreement), in accordance with Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2-219.01 – 2.219.05), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431) is a required agreement between the District of Columbia Department of Employment Services (DOES) and EMPLOYER.

EMPLOYER, which includes the Beneficiary and all contractors and subcontractors, is working on a contract or project that has received:

- D.C. Government assistance valued between \$300,000 and \$5 million dollars, required to make a good faith effort to ensure that 51% of all new hires are District residents. (D.C. Official Code § 2-219(e)(1)(A))
- D.C. Government assistance valued at \$5 million or more, required to have the following percentage of hours worked in each classification by DC residents; 20% of journey worker hours; 60% of apprentice hours; 51% of skilled laborer hours; 70% of common laborer hours for all jobs created by the Project. (D.C. Official Code §2-219.03 (1A)(A))

DOES is the first source for recruitment, referral, and placement of new hires or employees for all jobs created by the Government Assisted Project or Contract (Project).

The Parties agree to the terms and conditions of the Agreement as follows:

I. DEFINITIONS

The following definitions shall govern the terms used in this Agreement.

- A. **Apprentice** means a worker who is employed to learn an apprenticeable occupation under the terms and conditions of approved apprenticeship standards.
- B. **Beneficiary** means:
 - 1. The signatory to a contract executed by the Mayor which involves any District of Columbia government funds, or funds which, in accordance with a federal grant or otherwise, the District government administers and which details the number and description of all jobs created by a government-assisted Project for which the beneficiary is required to use the First Source Register;
 - 2. A recipient of a District government economic development action including contracts, grants, loans, tax abatements, land transfers for redevelopment, or tax increment financing that results in a financial benefit of \$300,000 or more from an agency, commission, instrumentality, or other entity of the District government, including a financial or banking institution which serves as the repository for \$1 million or more of District of Columbia funds.
- C. **Contracting Agency** means any District of Columbia agency that awarded a government assisted Project totaling \$300,000 or more.
- D. **Direct labor costs** means all costs, including wages and benefits, associated with the hiring and employment of personnel assigned to a process in which payroll expenses are traced to the units of output and are included in the cost of goods sold.
- E. **EMPLOYER** means any entity awarded a government assisted Project totaling \$300,000 or more, including all individual contractor and subcontractor entities at any tier who work on the Project.
- F. **First Source Employer Portal** is a website consisting of a connected group of static and dynamic web pages with the ability for Employers to enter data using the internet. The website is accessible by a Uniform Resource Locator (URL) and is maintained by DOES. The website provides reporting information to First Source EMPLOYERS.
- G. **First Source Register** means the DOES Automated Applicant Files, which consists of the names of DC residents registered with DOES.
- H. **Good faith effort** means an EMPLOYER has exhausted all reasonable means to comply with any affirmative action, hiring, or contractual goal(s) pursuant to the First Source law and Agreement.
- I. **Government-assisted project or contract (Project)** means any construction or non-construction Project that receives funds or resources, valued at \$300,000 or more, from the District of Columbia, or funds or resources which, in accordance with a federal grant or otherwise, the District of Columbia government administers, including contracts, grants, loans, tax abatements or exemptions, land transfers, land disposition and development agreements, tax increment financing, or any combination of the aforementioned.

- J. **Hard to employ** means a District of Columbia resident who is confirmed by DOES as:
1. An ex-offender who has been released from prison within the last 10 years;
 2. A participant of the Temporary Assistance for Needy Families program;
 3. A participant of the Supplemental Nutrition Assistance Program;
 4. Living with a permanent disability verified by the Social Security Administration or District vocational rehabilitation program;
 5. Unemployed for 6 months or more in the last 12-month period;
 6. Homeless;
 7. A participant or graduate of the Transitional Employment Program established by [§ 32-1331](#); or
 8. An individual who qualified for inclusion in the Work Opportunity Tax Credit Program as certified by the Department of Employment Services.
- K. **Indirect labor costs** means all costs, including wages and benefits, that are part of operating expenses and are associated with the hiring and employment of personnel assigned to tasks other than producing products.
- L. **Jobs** means any union and non-union managerial, non-managerial, professional, nonprofessional, technical or nontechnical position including: clerical and sales occupations, service occupations, processing occupations, machine trade occupations, bench work occupations, structural work occupations, agricultural, fishery, forestry, and related occupations, and any other occupations as the Department of Employment Services may identify in the Dictionary of Occupational Titles, United States Department of Labor.
- M. **New Hire:** Individual(s) newly hired by the EMPLOYER to perform work on a government assisted Project.
- N. **Transfer:** Existing EMPLOYER employee who has been moved from one Project to another Project.
- O. **Journeyman** means a worker who has attained a level of skill, abilities and competencies recognized within an industry as having mastered the skills and competencies required for the occupation.
- P. **Revised Employment Plan** means a document prepared and submitted by the EMPLOYER that includes the following:
1. A projection of the total number of hours to be worked on the Project by trade;
 2. A projection of the total number of journey worker hours, by trade, to be worked on the Project and the total number of journey worker hours, by trade, to be worked by DC residents;
 3. A projection of the total number of apprentice hours, by trade, to be worked on the Project and the total number of apprentice hours, by trade, to be worked by DC residents;
 4. A projection of the total number of skilled laborer hours, by trade, to be worked on the Project and the total number of skilled laborer hours, by trade, to be worked by DC residents;
 5. A projection of the total number of common laborer hours to be worked on the

- Project and the total number of common laborer hours to be worked by DC residents;
6. A timetable outlining the total hours worked by trade over the life of the Project and an associated hiring schedule;
 7. Descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions;
 8. A strategy to fill the hours required to be worked by DC residents pursuant to this paragraph, including a component on communicating these requirements to contractors and subcontractors and a component on potential community outreach partnerships with the University of the District of Columbia, the University of the District of Columbia Community College, the Department of Employment Services, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government-approved, community-based job training providers;
 9. A remediation strategy to ameliorate any problems associated with meeting these hiring requirements, including any problems encountered with contractors and subcontractors;
 10. The designation of a senior official from the EMPLOYER(S) or general contractor who will be responsible for implementing the hiring and reporting requirements;
 11. Descriptions of the health and retirement benefits that will be provided to DC residents working on the Project;
 12. A strategy to ensure that District residents who work on the Project receive ongoing employment and training opportunities after they complete work on the job for which they were initially hired and a review of past practices in continuing to employ DC residents from one Project to the next;
 13. A strategy to hire graduates of District of Columbia Public Schools, District of Columbia public charter schools, and community-based job training providers, and hard-to-employ residents; and
 14. A disclosure of past compliance with the Workforce Act and the Davis-Bacon Act, where applicable, and the bidder or offeror's general DC resident hiring practices on projects or contracts completed within the last 2 years.
- Q. **Tier Subcontractor** means any subcontractor selected by the primary contractor to perform portion(s) or all work related to the trade or occupation area(s) on a Project subject to this First Source Agreement.
- R. **Washington Metropolitan Statistical Area** means the District of Columbia; Virginia Cities of Alexandria, Fairfax, Falls Church, Fredericksburg, Manassas, and Manassas Park; the Virginia Counties of Arlington, Clarke, Fairfax, Fauquier, Loudon, Prince William, Spotsylvania, Stafford, and Warren; the Maryland Counties of Calvert, Charles, Frederick, Montgomery and Prince Georges; and the West Virginia County of Jefferson.
- S. **Workforce Intermediary Pilot Program** means the intermediary between employers and training providers to provide employers with qualified DC resident job applicants. See DC Official Code § 2-219.04b.

II. GENERAL TERMS

- A. Subject to the terms and conditions set forth herein, DOES will receive the Agreement from the Contracting Agency no less than 7 calendar days in advance of the Project start date. No work associated with the relevant Project can begin until the Agreement has been accepted by DOES.
- B. The Beneficiary and/or EMPLOYER shall require all Project contractors and subcontractors, under a Project receiving government assistance or benefits valued at \$300,000 or more, to enter into an Agreement with DOES.
- C. Agreement will take effect once beneficiary/Employer awarded contract and start work on the government assisted Project and no work can begin prior to execution of the Agreement and will be fully effective through the duration, any extension or modifications of the Project and until such time as construction is complete and a certificate of occupancy is issued.
- D. If an EMPLOYER began work prior to the execution of a First Source Employment Agreement, the EMPLOYER shall cease work on the Project and sign a First Source Employment Agreement to be bound by the applicable First Source Employment Agreement requirements, retroactively, from the start of work throughout the duration of the contract.
- E. DOES will provide recruitment, referral, and placement services to the EMPLOYER, subject to the limitations in this Agreement.
- F. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Project (both union and nonunion) include all of EMPLOYER'S job openings and vacancies in the Washington Metropolitan Statistical Area created for the Project as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this Project.
- G. This Agreement includes apprentices as defined in D.C. Official Code §§ 32-1401- 1431.

DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any collective bargaining unit involved with this Project a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.

The EMPLOYER who contracts with the District of Columbia government to perform construction, renovation work, or information technology work with a single contract, or cumulative contracts, of at least \$500,000, within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council as required by DC Code 32-1431.

- H. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise this First Source Agreement shall remain in full force and effect and transferee shall remain subject to all provisions herein. In addition, the EMPLOYER as a condition of transfer shall:
 - 1. Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.
 - 2. Notify DOES within 7 business days of the transfer. This notice will include the

name of the party taking possession and the name and telephone of that party's representative.

- I. The EMPLOYER and DOES may mutually agree to modify this Agreement. Any modification shall be in writing, signed by the EMPLOYER and DOES and attached to the original Agreement.
- J. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.

III. TRAINING

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

IV. RECRUITMENT

- A. The EMPLOYER shall complete the attached Revised Employment Plan that will include the information outlined in Section I.P.
- B. The EMPLOYER shall register and post all job vacancies with the Job Bank Services of DOES at www.dcnetworks.org a minimum of 10 days. Should you need assistance posting job vacancies, please contact Job Bank Services at (202) 698-6001.
- C. The EMPLOYER shall notify DOES of all new jobs created for the Project within at least 7 business days (Monday - Friday) of the EMPLOYERS' identification/creation of the new jobs. The Notice of New Job Creation shall include the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed. This must be done before using any other referral source.
- D. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce shall be reported to DOES for placement and referral, if the job is newly created. EMPLOYER shall provide DOES a Notice of New Job Creation that details such promotions in accordance with Section IV.C.
- E. The EMPLOYER will submit to DOES, prior to commencing work on the Project, a list of Current Employees that includes the name, social security number, and residency status of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project. All EMPLOYER information reviewed or gathered, including social security numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

V. REFERRAL

- A. DOES will screen applicants through carefully planned recruitment and training events and provide the EMPLOYER with a list of qualified applicants according to the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed as supplied by the EMPLOYER in its Notice of New Job Creation set forth above in Section IV.C.

- B. DOES will notify the EMPLOYER of the number of applicants DOES will refer, prior to the anticipated hiring dates.

VI. PLACEMENT

- A. EMPLOYER shall in good faith, use reasonable efforts to select its new hires or employees from among the qualified applicants referred by DOES. All hiring decisions are made by the EMPLOYER.
- B. In the event that DOES is unable to refer qualified applicants meeting the EMPLOYER'S established qualifications, within 7 business days (Monday - Friday) from the date of notification from the EMPLOYER, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. However, the EMPLOYER shall still be required to meet the First Source hiring requirements or hours worked percentages for all jobs created by the Project.
- C. After the EMPLOYER has selected its employees, DOES is not responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

VII. REPORTING REQUIREMENTS

- A. EMPLOYER with a single contract valued at \$300,000 or more on a Project that received government assistance totaling between \$300,000 and \$5,000,000, a provision that at least 51% of the new employees hired to work on the Project shall be District residents.
- B. EMPLOYER shall register in the First Source Online Registration and Reporting System for electronic submission of all monthly Contract Compliance data, weekly certified payrolls and any other documents required by DOES for reporting and monitoring.
- C. EMPLOYER shall submit to the Department of Employment Services each month following the start of the Project a hiring compliance report for the Project that includes the:
 - 1. Number of new job openings created/available;
 - 2. Number of new job openings listed with DOES, or any other District Agency;
 - 3. Number of DC residents hired for new jobs;
 - 4. Number of employees transferred to the Project;
 - 5. Number of DC residents transferred to the Project;
 - 6. Direct or indirect labor cost associated with the project;
 - 7. Each employee's name, job title, social security number, hire date, residence, and referral source; and
 - 8. Workforce statistics throughout the entire project tenure.
- D. EMPLOYER with a single contract valued at \$300,000 or more on a Project that received government assistance totaling \$5 million or more shall meet the following hours worked percentages for **all** jobs created by the Project:
 - 1. At least 20% of journey worker hours by trade shall be performed by DC residents;
 - 2. At least 60% of apprentice hours by trade shall be performed by DC residents;
 - 3. At least 51% of the skilled laborer hours by trade shall be performed by DC residents; and
 - 4. At least 70% of common laborer hours shall be performed by DC residents.

- E. EMPLOYERS shall provide the following cumulative statistics, that will be used to create the monthly report, by uploading certified payrolls or payroll data into the LCPtracker reporting system:
1. Number of journey worker hours worked by DC residents by trade;
 2. Number of hours worked by all journey workers by trade;
 3. Number of apprentice hours worked by DC residents by trade;
 4. Number of hours worked by all apprentices by trade;
 5. Number of skilled laborer worker hours worked by DC residents by trade;
 6. Number of hours worked by all skilled laborers by trade;
 7. Number of common laborer hours worked by DC residents by trade; and
 8. Number of hours worked by all common laborers by trade.
- F. EMPLOYER may “double count” hours for the “hard to employ” up to 15% of total hours worked by DC Residents; however, a collective bargaining agreement shall not be a basis for waiver of this requirement.
- G. For construction Projects that are not subject to Davis-Bacon law in which certified payroll records do not exist, EMPLOYER shall submit monthly documents of workers employed on the Project to DOES, including DC residents and all employment classifications of hours worked.
- H. EMPLOYER may also be required to provide verification of hours worked or hiring percentages of DC residents, such as internal payroll records for construction Projects that are not subject to Davis-Bacon.
- I. Monthly, EMPLOYER shall submit weekly certified payrolls from all subcontractors at any tier working on the Project to the Contracting Agency. EMPLOYER is also required to make payroll records available to DOES as a part of compliance monitoring, upon request at job sites.

VIII. FINAL REPORT AND GOOD FAITH EFFORTS

- A. With the submission of the final request for payment from the Contracting Agency, the Beneficiary and/or EMPLOYER shall:
1. Report to DOES its compliance with the hiring or hours worked percentage requirements for all jobs created by the Project, and report the hours that DC residents worked for each trade classifications in each area of the Project; or
 2. Submit to DOES a request for a waiver of the hiring or hours worked percentage requirements for all jobs created by the Project that will include the following documentation:
 - a. Documentation supporting EMPLOYER’S good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources; and
 - c. Advertisement of job openings listed with DOES and other referral sources.
- B. DOES may waive or partially waive the hiring or hours worked percentage requirements for jobs created by the Project, and/or the required hours of DC residents for each trade classifications, if DOES finds that the Beneficiary or EMPLOYER, including its contractors or subcontractors:
1. DOES certified that Beneficiary or Employer demonstrated a good faith effort to comply, as set forth in Section VIII.C.; or

2. Is located outside the Washington Metropolitan Statistical Area, and none of the contract work is performed inside the Washington Metropolitan Statistical Area;
 3. The beneficiary published each job opening or part-time work needed for 7 calendar days in a District newspaper of city-wide circulation; and
 4. The DOES certified that there are insufficient eligible applicants from the First Source Register that possess the skills required by the positions, or the eligible applicants are not available for part-time work or do not have a means to travel to the onsite jobs; or
 5. Beneficiary/Employer entered into a special workforce development training or placement arrangement with DOES or with the District of Columbia Workforce Intermediary.
- C. DOES shall consider documentation of the following when making a determination of a good-faith effort to comply:
1. DOES has certified that there are insufficient number of District residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Project.
 2. Whether the EMPLOYER posted the jobs on the DOES job website for a minimum of 10 calendar days;
 3. Whether the EMPLOYER advertised each job opening in a District newspaper with city-wide circulation for a minimum of 7 calendar days;
 4. Whether the EMPLOYER advertised each job opening in special interest publications and on special interest media for a minimum of 7 calendar days;
 5. Whether the EMPLOYER hosted informational/recruiting or hiring fairs;
 6. Whether the EMPLOYER contacted churches, unions, and/or additional Workforce Development Organizations;
 7. Whether the EMPLOYER interviewed employable candidates;
 8. Whether the EMPLOYER created or participated in a workforce development program approved by DOES;
 9. Whether the EMPLOYER created or participated in a workforce development program approved by the District of Columbia Workforce Intermediary;
 10. Whether the EMPLOYER substantially complied with the relevant monthly reporting requirements set forth in this section;
 11. Whether the EMPLOYER has submitted and substantially complied with its most recent employment plan that has been approved by DOES; and
 12. Any additional documented efforts.

IX. MONITORING

- A. DOES is the District agency authorized to monitor and enforce the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2 219.01 – 2.219.05), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431). As a part of monitoring and enforcement, DOES may require and EMPLOYER shall grant access to Project sites, employees, and documents.
- B. EMPLOYER'S noncompliance with the provisions of this Agreement may result in the imposition of penalties.
- C. All EMPLOYER information reviewed or gathered, including social security numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.
- D. DOES shall monitor all Projects as authorized by law. DOES will:
 - 1. Review all contract controls to determine if the Beneficiary or EMPLOYER, including any Contractors or Subcontractors, are subject to the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011.
 - 2. Notify stakeholders and company officials and establish meetings to provide technical assistance involving the First Source Process.
 - 3. Make regular construction site visits to determine if the Prime or Subcontractors' workforce is in concurrence with the submitted Agreement and Monthly Compliance Reports.
 - 4. Inspect and copy certified payroll, personnel records and any other records or information necessary to ensure the required workforce utilization is in compliance with the First Source Law.
 - 5. Conduct desk reviews of *Monthly Compliance Reports*.
 - 6. Educate EMPLOYERS about additional services offered by DOES, such as On-the-Job training programs and tax incentives for EMPLOYERS who hire from certain categories.
 - 7. Monitor and complete statistical reports that identify the overall project, contractor, and subcontractors' hiring or hours worked percentages.
 - 8. Provide formal notification of non-compliance with the required hiring or hours worked percentages, or any alleged breach of the First Source Law to all contracting agencies, and stakeholders. ***(Please note: EMPLOYERS are granted 30 days to correct any alleged deficiencies stated in the notification.)***

X. PENALTIES

- A. Willful Breach of the Agreement by the EMPLOYER, failure to submit the contract compliance reports, deliberate submission of falsified data may result in DOES imposing a fine of 5% of the total amount of the direct and indirect labor costs of the Project, in addition to other penalties provided by law. Failure to meet the required hiring requirements or failure to receive good faith waiver may result in the Department of Employment Services

imposing a penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the Project for each percentage by which the beneficiary fails to meet the hiring requirements.

- B. EMPLOYERS who have been found in violation 2 times or more over a 10 year period may be debarred and/or deemed ineligible for consideration for Projects for a period of 5 years.
- C. Within 90 days of a Determination of a Penalty, the Beneficiary or Employer may appeal the violations or fines by filing a complaint with the Contract Appeals Board in accordance with D.C. Code §2-360.03 and §2-360.04.

I hereby certify that I have the authority to bind the EMPLOYER to this Agreement from the start of work on the Project, throughout the duration of the Project, and agree to all terms and conditions herein.

By:

EMPLOYER Senior Official (Print)

Date

EMPLOYER Senior Official (Signature)

Name of Company

Address

Telephone

Email

Signature Department of Employment Services

Date



**GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN**



I. REVISED FIRST SOURCE EMPLOYMENT PLAN

GOVERNMENT-ASSISTED PROJECT/CONTRACT INFORMATION DISTRICT

CONTRACTING AGENCY: DC Department of General Services _____
 CONTRACTING OFFICER: _____
 TELEPHONE NUMBER: _____
 TOTAL CONTRACT AMOUNT: _____
 EMPLOYER CONTRACT AMOUNT: _____
 PROJECT NAME: _____
 PROJECT ADDRESS: _____
 CITY: _____ STATE: _____ ZIP CODE: _____
 PROJECT DESCRIPTION OF WORK: _____

 PROJECT START DATE: _____ PROJECT END DATE: _____
 EMPLOYER START DATE: _____ EMPLOYER END DATE: _____

EMPLOYER INFORMATION

EMPLOYER NAME: _____
 COMPANY NAME: _____
 EMPLOYER ADDRESS: _____
 CITY: _____ STATE: _____ ZIP CODE: _____
 TELEPHONE NUMBER: _____ FEDERAL IDENTIFICATION NO.: _____
 CONTACT PERSON: _____
 TITLE: _____
 E-MAIL: _____ TELEPHONE NUMBER: _____
 EMPLOYER DESCRIPTION OF WORK: _____

GENERAL CONTRACTOR WILL MEET THE HIRING OR HOURS WORKED PERCENTAGES REQUIREMENTS FOR ENTIRE PROJECT OR PER EACH SUBCONTRACTOR

A. EMPLOYMENT HIRING PROJECTIONS

ALL EMPLOYERS:

Please indicate ALL new position(s) you will create as a result of the project. If you WILL NOT be creating any new employment opportunities, please complete the attached justification sheet with an explanation. Attach additional sheets as needed.

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



GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN



B. JUSTIFICATION SHEET: Please provide a detailed explanation of why the Employer will not have any new hires on the project.

This page to be completed by Employer

Employer Initials

C. EMPLOYMENT PROJECTIONS



GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN



C. EMPLOYMENT PROJECTIONS (Continued)

- IV. This strategy should include a remediation strategy to ameliorate any problems associated with meeting these 51% Hiring of District Resident requirements, including any problems encountered with contractors and subcontractors.

- V. The designation of a senior official from the Employer who will be responsible for implementing the hiring and reporting requirements.

- VI. Provide descriptions of the health and retirement benefits that will be provided to District residents working on the project or contract.

- VII. Provide a strategy to ensure that District residents who work on the project or contract receive ongoing employment and training opportunities after they complete work on the job for which they were initially hired and a review of past practices in continuing to employ District residents from one project or contract to the next.

This page to be completed by Employer	_____ Employer Initials
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GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN



D. EMPLOYMENT PROJECTIONS (continued)

VIII. Provide a strategy to hire graduates of District of Columbia Public Schools, District of Columbia Public Charter Schools, community-based job training providers, and hard-to-employ residents.

IX. Please disclose past compliance with the First Source Employment Agreement Act of 1984 or the Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011 and the Davis-Bacon Act, where applicable, and the bidder or offeror's general District-resident hiring practices on projects or contracts completed within the last two (2) years.

X. Please note that EMPLOYERS with construction projects must make payroll records available upon request at job sites to the contracting District of Columbia agency.

This page to be completed by Employer

Employer Initials

Attachment K - 2021 Living Wage Act

THE LIVING WAGE ACT OF 2006

D.C. Official Code §§ 2-220.01 – 2-220.11

Recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage.

Effective January 1, 2021 until June 30, 2021, the living wage rate is \$15.00 per hour.

Effective July 1, 2021, the District's Minimum Wage will increase again based on the CPI as of December 31, 2020.

The requirement to pay a living wage applies to:

- All recipients of contracts in the amount of \$100,000 or more, and all subcontractors that receive \$15,000 or more from the funds received by the recipient from the District of Columbia, and
- All recipients of government assistance in the amount of \$100,000 or more, and all subcontractors of these recipients that receive \$50,000 or more from the government assistance received by the recipient from the District of Columbia.

“Contract” means a written agreement between a recipient and the District government.

“Government assistance” means a grant, loan, or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.

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

Certain exemptions apply: 1) contracts or agreements subject to wage determinations required by federal law which are higher than the wage required by this Act; 2) Existing and future collective bargaining agreements, provided that the future agreements results in employees being paid no less than the current living wage; 3) contracts for electricity, telephone, water, sewer performed by regulated utilities; 4) contracts for services needed immediately to prevent or respond to a disaster or imminent threat declared by the Mayor; 5) contracts awarded to recipients that provide trainees with services, including but not limited to case management and job readiness services, provided the trainee does not replace employees; 6) employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week; 7) tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; 8) employees of nonprofit organizations that employ not more than 50 individuals and qualify for 501(c)(3) status; 9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Official Code § 44-501; and 10) contracts or agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Home Care Final Rule: The Department of Labor extended overtime protections to home care workers and workers who provide companionship services. Employers within this industry are now subject to recordkeeping provisions.

Each recipient and subcontractor of a recipient shall provide this notice to each affiliated employee covered by this notice, and shall also post this notice in a conspicuous site in its place of business. All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.

To file a claim, visit: Department of Employment Services, Office of Wage-Hour, 4058 Minnesota Avenue, NE, Suite 3600, Washington, D.C. 20019; call: (202) 671-1880; or file your claim on-line: does.dc.gov. Go to “File a Claim” tab.

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR



DR. UNIQUE MORRIS-HUGHES
DIRECTOR

LIVING WAGE ACT FACT SHEET

The Living Wage Act of 2006, D.C. Official Code §§ 2-220.01 – 2-220.11, provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of \$100,000 or more shall pay affiliated employee wages at no less than the current living wage rate.

Effective January 1, 2021 until June 30, 2021, the living wage rate is \$15.00 per hour.

Effective July 1, 2021, the District's Minimum Wage will increase again based on the CPI as of December 31, 2020.

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

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

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

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

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

Enforcement

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

Home Care Final Rule: The Department of Labor extended overtime protections to home care workers and workers who provide companionship services. Employers within this industry are now subject to recordkeeping provisions.

If you learn that a contractor subject to this law is not paying at least the current living wage, you should report it to the contracting officer. If you believe that your employer is subject to this law and is not paying at least the current living wage, you may file a complaint with the DOES Office of Wage - Hour, located at 4058 Minnesota Avenue, N.E. Suite 3600, Washington, D.C. 20019, call (202) 671-1880, or file your claim on-line: www.does.dc.gov. Go to “File a Claim” tab.

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

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

Attachment L- Past Performance Evaluation Form

**DCAM-21-AE-0008 – ARCHITECTURAL/ENGINEERING SERVICES FOR
A PERMANENT SWING SCHOOL AT KENILWORTH ELEMENTARY
PAST PERFORMANCE EVALUATION FORM
(Check appropriate box)**

OFFEROR _____

Performance Elements	Excellent	Good	Acceptable	Poor	Unacceptable
Quality of Services/ Work					
Timeliness of Performance					
Cost Control					
Business Relations					
Customer Satisfaction					

1. Name and Title of Evaluator: _____
2. Signature of Evaluator: _____
3. Name of Organization: _____
4. Telephone Number of Evaluator: _____
- E-mail address of Evaluator: _____
5. State type of service received: _____
6. State Contract Number, Amount and Period of Performance _____
- _____
7. Remarks on Excellent Performance: Provide data supporting this observation. Continue on separate sheet if needed)
8. Remarks on unacceptable performance: Provide data supporting this observation. (Continue on separate sheet if needed)

Please submit completed evaluation to peter.ghogomu@dc.gov

RATING GUIDELINES

Summarize Contractor performance in each of the rating areas. Assign each area a rating of 0 (Unacceptable), 1 (Poor), 2 (Acceptable), 3 (Good), 4(Excellent), or ++ (Plus). Use the following instructions for guidance in making these evaluations.

	Quality Product/Service	Cost Control	Timeless of Performance	Business Relations
	<ul style="list-style-type: none"> -Compliance with contract requirements -Accuracy of reports -Appropriateness of personnel -Technical excellence 	<ul style="list-style-type: none"> -Within budget (over/under target costs) -Current, accurate, and complete billings -Relationship of negated costs to actual -Cost efficiencies -Change order issue 	<ul style="list-style-type: none"> -Meet Interim milestones -Reliable -Responsive to technical directions -Completed on time, including wrap-up and contract administration -No liquidated damages assessed 	<ul style="list-style-type: none"> -Effective management -Businesslike correspondence -Responsive to contract requirements -Prompt notification of contract problems -Reasonable/cooperative -Flexible -Pro-active -effective contractor recommended solutions -Effective snail/small disadvantaged business Subcontracting program
0. Zero	Nonconformances are comprises the achievement of contract requirements, despite use of Agency resources	Cost issues are comprising performance of contract requirements.	Delays are comprising the achievement of contract requirements, Despite use of Agency resources.	Response to inquiries, technical/ service/administrative issues is not effective and responsive.
1. Unacceptable	Nonconformances require major Agency resources to ensure achievement of contract requirements.	Cost issues require major Agency resources to ensure achievement of contract requirements.	Delays require major Agency resources to ensure achievement of contract requirements.	response to inquiries, technical/ service/administrative issues is marginally effective and responsive.
2. Poor	Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Costs issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Responses to inquiries, technical/ service/administrative issues is somewhat effective and responsive.
3. Acceptable	Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Responses to inquires, technical/ service/administrative issues is usually effective and responsive.
4. Good	There are no quality problems.	There are no cost issues.	There are not delays.	Responses to inquiries, technical/ service/administrative issues is effective and responsive,
5. Excellent	The contractor has demonstrated an exceptional performance level in some or all of the above categories.			

Attachment M - EEO Policy Statement

CONTRACTOR'S LETTERHEAD

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

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

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

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

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

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

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

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

AUTHORIZED OFFICIAL AND TITLE

DATE

AUTHORIZED SIGNATURE NAME

FIRM/ORGANIZATION

CONTRACTOR'S LETTERHEAD

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

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

CONTRACTOR

NAME

SIGNATURE

TITLE

CONTRACT NUMBER

DATE

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER INFORMATION REPORT

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

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

Section A – TYPE OF REPORT

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

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

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

Section B – COMPANY IDENTIFICATION (To be answered by all employers) OFFICIAL	OFFICIAL USE ONLY
---	-------------------------

1. Name of Company which owns or controls the establishment for which this report is filed a.

Address (Number and street)	City or Town	Country	State	Zip Code	b.
-----------------------------	--------------	---------	-------	----------	----

b. Employer Identification No.	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>																				

2. Establishment for which this report is filed.	OFFICIAL USE ONLY
--	-------------------------

a. Name of establishment c.

Address (Number and street)	City or Town	Country	State	Zip Code	d.
-----------------------------	--------------	---------	-------	----------	----

b. Employer Identification No.	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>																				

3. Parent of affiliated Company

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

Section C - ESTABLISHMENT INFORMATION

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

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

SECTION D – EMPLOYMENT DATA

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

JOB CATEGORIES	TOTAL EMPLOYEES IN ESTABLISHMENT			MINORITY GROUP EMPLOYEES								
	Total Employees Including Minorities (1)	Total Male Including Minorities (2)	Total Female Including Minorities (3)	MALE				FEMALE				
				Black (4)	Asian (5)	American Indian (6)	Hispanic (7)	Black (8)	Asian (9)	American Indian (10)	Hispanic (11)	
Officials and Managers												
Professionals												
Technicians												
Sales Workers												
Office and Clerical												
Craftsman (Skilled)												
Operative (Semi-Skilled)												
Laborers (Unskilled)												
Service Workers												
TOTAL												
Total employ reported in previous report												
(The trainee below should also be included in the figures for the appropriate occupation categories above)												
Formal On-The-Job Trainee	White collar	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
	Production											
1. How was information as to race or ethnic group in Section D obtained? a. Visual Survey c. Other Specify _____ b. Employment Record _____						2. Dates of payroll period used _____ 3. Pay period of last report submitted for this establishment. _____						
Section E – REMARKS Use this Item to give any identification data appearing on last report which differs from that given above, explain major changes in composition or reporting units, and other pertinent information.												
Section F - CERTIFICATION												
Check 1. > All reports are accurate and were prepared in accordance with the instructions (check on consolidated only) One 2. > This report is accurate and was prepared in accordance with the instructions.												
Name of Authorized Official			Title			Signature			Date			
Name of person contact regarding This report (Type of print)				Address (Number and street)								
Title			City and State			Zip Code		Telephone Number		Extension		

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE.

DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT
CONTRACT COMPLIANCE DIVISION

SUBCONTRACT SUMMARY FORM

This SUMMARY form is to be completed by the PRIME contractor.		
BID NO. _____	CCB NUMBER: _____	of _____ pages
NOTE: the standard for minority subcontracting is 25% or the TOTAL contract dollar amount to be subcontracted.		AMOUNT OF PRIME CONTRACT \$ _____ AMOUNT OF ALL SUBCONTRACTS: \$ _____ equals _____ % OF THE PRIME CONTRACT.
NAME OF PRIME CONTRACTOR: TELEPHONE NO. _____		ADDRESS: _____
PROJECT NAME: ADDRESS: WARD NO: _____		PROJECT DESCRIPTIONS: _____
SECTION II LIST ALL SUBCONTRACTORS THAT WILL BE UTILIZED ON THE ABOVE PROJECT		
1. NAME OF SUBCONTRACTOR 2. ADDRESS 3. CONTACT PERSON 4. MBOC CERT. NO.	5. PHONE NO. 1. IS THIS A MINORITY SUB? YES _____ NO _____ 2. TRADE OR BUSINESS PRODUCT THAT SUB WILL PROVIDE.	1. \$ AMOUNT OF-SUBCONTRACT equals (=) 2. _____ % (percent) OF TOTAL PRIME CONTRACT.
1. _____ 2. _____ 3. _____ 4. _____	1. MINORITY SUBCONTRACTOR YES _____ NO _____ 2. _____	1. _____ equals (=) 2. _____ %
1. _____ 2. _____ 3. _____ 4. _____	1. MINORITY SUBCONTRACTOR YES _____ NO _____ 2. _____	1. _____ equals (=) 2. _____ %
1. _____ 2. _____ 3. _____ 4. _____	1. MINORITY SUBCONTRACTOR YES _____ NO _____ 2. _____	1. _____ equals (=) 2. _____ %
1. _____ 2. _____ 3. _____ 4. _____	1. MINORITY SUBCONTRACTOR YES _____ NO _____ 2. _____	1. _____ equals (=) 2. _____ %
1. _____ 2. _____ 3. _____ 4. _____	1. MINORITY SUBCONTRACTOR YES _____ NO _____ 2. _____	1. _____ equals (=) 2. _____ %
1. _____ 2. _____ 3. _____ 4. _____	1. MINORITY SUBCONTRACTOR YES _____ NO _____ 2. _____	1. _____ equals (=) 2. _____ %
1. _____ 2. _____ 3. _____ 4. _____	1. MINORITY SUBCONTRACTOR YES _____ NO _____ 2. _____	1. _____ equals (=) 2. _____ %
1. _____ 2. _____ 3. _____ 4. _____	1. MINORITY SUBCONTRACTOR YES _____ NO _____ 2. _____	1. _____ equals (=) 2. _____ %
1. _____ 2. _____ 3. _____ 4. _____	1. MINORITY SUBCONTRACTOR YES _____ NO _____ 2. _____	1. _____ equals (=) 2. _____ %
1. _____ 2. _____ 3. _____ 4. _____	1. MINORITY SUBCONTRACTOR YES _____ NO _____ 2. _____	1. _____ equals (=) 2. _____ %
1. _____ 2. _____ 3. _____ 4. _____	1. MINORITY SUBCONTRACTOR YES _____ NO _____ 2. _____	1. _____ equals (=) 2. _____ %

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

PERCENT OF PRIME CONTRACT. _____ %

SOLICITATION NO: _____

PROJECTED GOALS AND TIMETABLES FOR FUTURE HIRING

MINORITY GROUP EMPLOYES GOALS					TIMETABLES				
JOB CATEGORIES	MALE				FEMALE				
	Black	Asian	American Indian	Hispanic	Black	Asian	American Indian	Hispanic	
Officials and Managers									
Professionals									
Technicians									
Sales Workers									
Office and Clerical									
Craftsman (Skilled)									
Operative (Semi-Skilled)									
Laborers (Unskilled)									
Service Workers									
TOTAL									
NAME OF AUTHORIZED OFFICIAL:				TITLE:			SIGNATURE:		
FIRM NAME:						TELEPHONE NO:		DATE:	
INDICATE IF THE PRIME UTILIZES A "MINORITY FINANCIAL INSTITUTION" _____ Yes _____ No NAME: ADDRESS: TYPE OF ACCOUNT/S:									

Attachment N - Form of Notice to Proceed and Letter Contract (to be provided via Addendum)

Attachment O- General Ed Specs for Elementary Schools and Appendices A, B, and C.

DCPS OWNER PROJECT REQUIREMENTS (OPR)

General Notes

- All items included in this document are Basis of Design (BOD) only.
- Substitutions or deviations will be considered on a case by case basis and should be communicated to DCPS Facility Planning and Design for approval.
- Additionally, deviations from the design specifications made by the contractor must be communicated to DCPS Facility Planning and Design for approval.

Division 01 – GENERAL REQUIREMENTS

- 01 33 00 SUBMITTAL PROCEDURES
 - DCPS shall review the following submittals on a case by case basis:
 - Door Hardware and Keying
 - Electronic Access Control
 - Intrusion Detection
 - HVAC Controls and Sequencing
 - Millwork
 - Plumbing Fixtures
 - Room Signage
 - FF&E
 - Kitchen Equipment
 - DCPS shall work with the Design Team to determine comment periods and process for review.
- 01 77 00 CLOSEOUT PROCEDURES
 - Trainings
 - All trainings shall be professionally recorded
 - A schedule of trainings shall be a deliverable of design development package
 - An itemized list of attic stock shall be provided to DCPS to review and approve
- 01 81 19 INDOOR AIR QUALITY REQUIREMENTS
 - All spaces shall include CO2 monitors/monitoring
- 01 91 13 GENERAL COMMISSIONING REQUIREMENTS
 - Commissioning agent requirements
 - The commissioning agent shall:
 - Be on the project team in schematic design and review all document milestones.
 - DCPS shall receive a copy of all reviews/reports.
 - Provide turnover of sample pre-functional and functional checklists during the schematic design phase.
 - Provide a schedule for final commissioning.

Division 02 – EXISTING CONDITIONS

- 02 80 00 FACILITY REMEDIATION (ABATEMENT)
 - DCPS/DGS require removal of all hazardous materials in lieu of encapsulation. The contractor shall receive written approval from DCPS/DGS if a request is being made to encapsulate any hazardous materials over removal.

Division 03 – CONCRETE

- 03 33 00 ARCHITECTURAL CONCRETE FINISH
 - Contractor to specifically note allowance dedicated to ensuring floor flatness.

Division 04 – MASONRY

- 04 01 20 CLAY MASONRY RESTORATION AND CLEANING
 - Written analysis of existing masonry condition for DCPS to review and determine scope for the project.
- 04 20 00 UNIT MASONRY
 - Provide minimum brick grade and durability (FBS and/or FBX), through-body, etc.

Division 05 – METALS

- 05 52 13 PIPE AND TUBE RAILINGS
 - No horizontal guardrails at any location both exterior and interior. Vertical application only unless written consent from DCPS.
 - Stainless Steel or powder coated preferred at handrails and tops of guardrails.
 - DCPS shall review all railing heights to determine if railings shall exceed code requirements.
 - 54" to be B.O.D. for guardrail height, exceptions must be reviewed and approved by DCPS.

Division 06 – WOOD, PLASTICS, AND COMPOSITES

- NOT CURRENTLY USED

Division 07 – THERMAL AND MOISTURE PROTECTION

- NOT CURRENTLY USED

Division 08 – OPENINGS

- 08 11 13 HOLLOW METAL DOORS AND FRAMES
 - Standard: 16-gage frames /18-gage doors for all locations
 - MDF / IDF closets and MEP areas
 - Gasketed frame and threshold
 - Preferred to be painted a neutral color and blend in with surrounding corridor
 - Double doors in corridors
 - No center posts
 - Doors should swing against a wall to allow for magnetic hold opens

-
- Hold open extensions not preferred
 - 08 14 16 FLUSH WOOD DOORS
 - Solid core wood doors shall be provided at all interior academic and administration spaces
 - Minimum of half-lite in doors for primary student occupied, full-lite is also acceptable.
 - 08 41 13 ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS
 - Exterior
 - Special-Lite Door – FRP/Aluminum Hybrid Doors (SL)
 - Special-Lite Door – Aluminum Hybrid Doors (SL)
 - No glass lites at storage rooms or toilet rooms
 - 08 71 00 FINISH HARDWARE
 - Mortise locks or exit devices on exterior doors
 - All hardwired into the access control system
 - Include continuous hinges typical
 - Cylindrical locks or exit devices on all interior doors
 - Shelter in place / lock down: See Section: 28 10 00 ACCESS CONTROL
 - Perimeter doors must be hardwired for access control, interior doors can be wireless
 - If cylinders are provided they must be Schlage Primus large format interchangeable
 - However, cylinders are not required if the lockset comes equipped with electronic access control
 - Electronic access control is the preferred method of securing the doors
 - If electronic access control is provided, then the hardware must allow for first card swipe to unlock the door for the duration of the school day and a second card swipe to reverse the function
 - All other locations
 - DORMA
 - C800 and/or M9000
 - Precision – Motorized Latch Retraction Only
 - ASSA ABLOY
 - 8200 (mortise) and/or 10 Line (cylindrical)
 - Sargent – Motorized Latch Retraction Only
 - Allegion
 - Schlage - ND and/or L Series
 - Von Duprin – Motorized Latch Retraction Only
 - All Gender Restroom - Schlage ND40S cylindrical lock with Schlage B571 occupancy indicator.
 - Keying Requirements and Control Systems
 - One Key Tracer 3U 8 Key Panel with prox reader and keypad, power and network required
 - One fully populated key box with two copies of all keys and corresponding door schedule
 - All door hardware shall be keyed to the DCPS Schlage FSIC standard
 - Door Stops
 - CRL Satin Chrome Floor Mounted Heavy-Duty Door Stop with Hook and Holder
 - 08 80 00 GLAZING

- School Guard Glass SG4 (or approved equal) to be at all glazing accessible from the outside (First Floor exterior, window wells, etc). The “First Floor” is any floor plane that is directly off the exterior. SG4 may be provided at different floor elevations when site elevations are not level throughout.
- Laminated Glass:
 - To occur at areas up to 18" AFF designated by code and openings adjacent to double height spaces. DCPS prefers laminated glass at any pane directly adjacent to an exterior door (for example if you had an exterior door going out to an accessible roof terrace).
 - Lamination shall occur on side 3 of the glass
- Tempered Glass:
 - DCPS preference is for tempered glass to be provided throughout the school. This is a safety concern especially at the Middle and High School levels. DCPS is willing to review specific areas in question should the design team wish to propose areas with non-tempered glass.
- Sidelights should be provided at all general instructional classroom entrances, self-contained classrooms, science classrooms, tech labs, art lab, etc.
- Half-glass vision panels shall be provided in all student occupied spaces as a minimum. Narrow lites shall not be used unless reviewed with DCPS. Full-glass vision panels are also acceptable.
- Frosted film over windows as needed.
 - BOD - Decorative Window Film: Llumar NRM PS2
 - <http://cdn.llumar.com/drupal/llumar-deco-frostrnmps2.pdf>

Division 09 – FINISHES

- See Appendix B – Finish Guidelines

Division 10 – SPECIALTIES

- 10 11 00 VISUAL DISPLAY UNITS
 - Bottom of all boards shall align with Interactive White Board Heights noted below.
 - Coordinate height of tack board/tack strips with corridor wainscot.
- 10 11 73 INTERACTIVE WHITE BOARDS
 - Cisco Webex Board 7000 Series (1 per school)
 - SMART Board 7000 Series in all instructional spaces (75")
 - One exception are Pre-K classrooms. Those spaces shall be the SMART MX265-v2
 - Mounting Heights for Interactive White Boards / Whiteboards / Tack boards (bottom of boards to align):
 - PreK thru 1st Grade – B.O. Board 28" AFF
 - 2nd – 5th Grades – B.O. Board 30" AFF
 - Middle School / High School – B.O. Board 32" AFF
- 10 14 23 PANEL SIGNAGE
 - All interior building signage shall include raised Room Number only. No other raised or permanent letter shall be included except for those noted below.
 - Building service rooms such as Electrical, Mechanical, Data, etc. can include the room name.
 - Inserts shall be provided for room name and a minimum of one (1) for teacher/staff name.

- Provide "All Gender Signage" as included below



- 10 21 13 TOILET COMPARTMENTS
 - High Density Polyethylene (HDPE) bathroom partitions only
- 10 21 23 CUBICLE CURTAINS AND TRACK
 - Ensure coordination with lights fixtures. Also confirm that track and curtain are included in the base scope, not FFE.
- 10 26 00 WALL AND DOOR PROTECTION
 - Kick-plates on all single user restrooms
 - Kick-plates on high-occupied spaces. Review with DCPS Facilities for any exceptions.
- 10 28 00 TOILET, SHOWER AND CUSTODIAL ACCESSORIES
 - Soap Dispenser
 - Shall be bulk foam soap dispenser. Do not provide a dispenser that requires foam packets.
 - Please review all dispenser locations with DCPS and ensure that there is enough clearance to use and replace soap.
 - Toilet Paper Dispenser
 - Must accommodate a 9" bulk roll (double preferred)
 - Paper Towel Dispensers (**Located in ECE on-suite restrooms and all classroom sinks only**)
 - All Dispensers shall be an 8" roll
 - Please review all dispenser locations with DCPS and ensure that there is enough clearance to use and replace paper towel rolls.
 - Hand Dryers (**Located in all restrooms except ECE noted above**)

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- Bobrick B-7128 (B.O.D.)
 - 10 44 13 FIRE PROTECTION CABINETS
 - All fire extinguisher cabinets (and defibrillators if provided) shall be fully recessed where possible.
 - DCPS will accept semi-recessed where there are 3-5/8" stud walls
 - DCPS/DGS would like to ensure that fire extinguishers are provided in all modernizations even when a full sprinkler system is included. Besides providing in code required locations, fire extinguishers shall be provided in all major corridors on each floor.

Division 11 – EQUIPMENT

- 11 24 23 FALL PROTECTION EQUIPMENT
 - Provide at all low-slope roof.
- 11 40 00 FOODSERVICE EQUIPMENT
 - See Appendix C – Food & Nutrition Services for more information
- 11 70 00 EDUCATIONAL EQUIPMENT (KILN)
 - Kiln – Skutt – 1227-3 (standard) B.O.D.

Division 12 – FURNISHINGS

- 12 24 13 ROLLER WINDOW SHADES
 - Required at all exterior windows. No window shades shall be provided on interior glass
 - Provide motorized shade at windows above one-story high.
 - Provide black-out shades in locations with a stage (this could be the cafeteria, gymnasium or auditorium depending on the design).
- 12 36 61 SOLID SURFACING COUNTERTOPS
 - All countertops shall be solid surfacing with 4" minimum coordinating solid surface backsplash when countertops include a sink. P-lam countertops are acceptable when sinks are not included, but preference is still for solid surface.
 - Preference is to provide an add alternate option for a full height tile backsplash at countertops with sinks
 - Window sills shall be solid surface only, no laminate.
- 12 48 13 ENTRANCE FLOOR MATS AND FRAMES
 - See "Appendix B Finish Guidelines - General Notes" for more details on entrance floor mats.
- 12 93 00 SITE FURNISHINGS
 - Provide exterior trash and recycle receptacle
 - B.O.D. for trash receptacle – DuMor, Inc (474-32VS-BT) – Color: Black
 - B.O.D. for recycle receptacle – DuMor, Inc (437-32SH) – Color: Coordinate with School colors
 - Locations for trash and recycle receptacle
 - Provide at all major site amenity areas
 - No trash compactors for individual trash cans

Division 13 – SPECIAL CONSTRUCTION

- NOT CURRENTLY USED

Division 14 – CONVEYING EQUIPMENT

- 14 21 00 ELECTRIC TRACTION ELEVATORS
 - Open to maintenance by non-installing manufacturer
 - Provide card reader at each floor in lieu of inside the elevator for access control
- 14 42 00 WHEELCHAIR LIFTS
 - Chair lifts should be avoided as best as possible. DCPS will provide written approval for chair lifts as needed.

Division 21 – FIRE SUPPRESSION

- NOT CURRENTLY USED

Division 22 – PLUMBING

- 22 05 53 IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT
 - Isolation valves shall be visibly located within the room.
- 22 14 26.13 ROOF DRAINS
 - Preference for overflow drains is in-wall scuppers.
- 22 34 00 FUEL-FIRED, DOMESTIC-WATER HEATERS
 - Outlet temperatures on the domestic-water heaters shall be monitored through the BAS system.
- 22 40 00 PLUMBING FIXTURES
 - Toilet Seat Heights and Type:
 - PreK3-PreK4 (on-suite toilets) – floor mounted – 13" AFF
 - K-1st (on-suite toilets) – wall hung – 15" AFF
 - All other locations – wall hung – 18" AFF
 - Multi-User restrooms – Multi-station Lavatory Unit preferred over single wall hung units
 - BOD – Bradley Corporation, Verge LVL Series
 - Faucets
 - Multi-User Restrooms
 - American Standard – Metering Faucets – Centerset Spout
 - Provide manual, not automatic
 - Single-User Restrooms
 - American Standard – Monterrey – Two-Handle Centerset Lav Faucet
 - Provide manual, not automatic
 - Mop Sink Faucet – T&S Brass and Bronze Works – Service Sink Faucet, 4" Wrist Action
 - Toilets
 - PreK3-PreK4 (on-suite toilets) – American Standard – Baby Devoro FloWise/Round Front Flushometer Toilet
 - Typical Toilet – American Standard – Elongated Wall Hung Closet Fixture

- Provide manual flush, not automatic
 - Flush Valve
 - PreK3-PreK4 (on-suite toilets) – Sloan Flushometer – 111-1.28
 - Toilets – Sloan – Manual Exposed Flushometer
 - Urinals – Sloan – Manual Exposed Flushometer
 - Urinals
 - American Standard – Washbrook Urinal
- 22 42 23 COMMERCIAL SHOWERS, RECEPTORS, AND BASINS
 - Preference for non-prefab shower units and basins.
 - Coordinate drawings to ensure ADA clearances are met.
 - Shower mixing valves shall be fully accessible from inside the shower stall.
 - Provide smaller tile size in shower areas.
- 22 47 13 DRINKING FOUNTAINS
 - All drinking fountains shall include a bottle filler
 - Interior BOD: Elkay Enhanced EZH20 Bottle Filling Station & Versatile Bi-Level ADA Cooler
 - Exterior BOD: <http://www.mostdependable.com/products/bottle-fillers/model-10135-sm/>
 - Provide drinking fountain at all major corridors
 - Provide bubblers in classrooms and “student centered” support spaces (resource rooms, makerspace, etc.)

Division 23 – HEATING VENTILATING AND AIR CONDITIONING

Provide the following drawings in the DGS Office

- Laminated 8.5" x 11" MEP equipment schedules with makes and models
- Laminated 24" x 36" MEP floorplans
- Laminated 8.5" x 11" valve schedules with corresponding valve locations
- Laminated 24" x 36" HVAC sequence of operations
- 23 05 53 IDENTIFICATION FOR HVAC PIPING, DUCTWORK AND EQUIPMENT
 - Equipment labels and tags shall be visibly located within the room.
- 23 09 33 ELECTRIC AND ELECTRONIC CONTROL SYSTEM FOR HVAC
 - Anticipated Occupancy Schedules
 - School Schedule – 8:30 AM to 3:30 PM
 - Admin Areas/Library/Gym/Cafeteria
 - Optimal Start 2 hours before normal start
 - Normal Start 8:00 AM
 - Optimal Stop 30 minutes before normal stop
 - Normal Stop 5:00 PM
 - Kitchen
 - Optimal Start 4:30 AM
 - Normal Start 6:30 AM

- Normal Stop 1:30 PM
 - All Other Areas
 - Optimal Start 2 hours before normal start
 - Normal Start 30 minutes before first class
 - Optimal Stop 30 minutes before normal stop
 - Normal Stop 0 minutes after final class
- Thermal Comfort Requirements
 - Air Conditioning
 - Occupied – 73
 - Unoccupied – 80
 - Heating
 - Occupied – 69
 - Unoccupied – 60
 - Humidity Range
 - 30% to 60% RH
- HVAC System Controls
 - Controlled centrally from networked BMS work station, no local control in rooms
 - If thermostats have a visual display it should state that the system is centrally controlled
- 23 31 13 METAL DUCTS
 - Limit the amount of exposed duct work on the roof. Preferably no duct work exposed on the roof.
- 23 36 00 AIR TERMINAL UNITS
 - Preference is to avoid ceiling cassettes.
- 238239.19 WALL AND CEILING UNIT HEATERS
 - Due to vandalism and maintenance, wall unit heaters should be avoided in stairwells. If needed in stairwells preference is for either in the ceiling or recessed in the wall

Division 25 – INTEGRATED AUTOMATION

- 25 40 02 BUILDING AUTOMATION SYSTEM (BAS)
 - Electrical, water and gas meters/services shall allow for remote monitoring

Division 26 – ELECTRICAL

- 26 05 33 RACEWAYS
 - In areas with no ceilings (exposed structure), all wire management shall be controlled through proper raceway trays.
- 26 05 53 IDENTIFICATION FOR ELECTRICAL SYSTEMS
 - Electrical and Network Labeling
 - All electrical outlets, including those in systems furniture, shall be labeled with corresponding electrical panel and breaker numbers
 - All network outlets, including those in systems furniture, shall be labeled with the corresponding closet, patch panel and termination location

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- HVAC controls cabling shall be yellow
 - Network cabling shall be blue
 - Wireless access point cabling shall be orange
 - 26 05 73 ELECTRICAL DISTRIBUTION SYSTEM STUDIES
 - 26 09 23 LIGHTING CONTROL DEVICES
 - Occupant Lighting Control
 - Dimming capabilities in meeting spaces, presentation spaces, multipurpose rooms and classrooms
 - 26 32 13 ENGINE GENERATORS
 - Generator required on all DCPS modernizations. At a minimum the generator should account for the following items. Exception to the below list shall be reviewed and approved by DCPS Facilities:
 - All emergency lighting
 - Electrical Lockdown
 - Security Desk Area
 - Security panel
 - Access panel
 - All receptacles within IT rooms
 - Split system within all IT rooms
 - IT Closets (MDF is priority, secondary IDF)
 - Elevator shaft lighting and receptacles
 - Elevator car lighting & HVAC
 - Sump Pumps
 - Kitchen Freezer (Lighting, heater, alarm, Blower coil, Compressor Rack)
 - Kitchen Cooler (Lighting, heater, alarm, Blower coil, Compressor Rack)
 - Health Suite Refrigerator
 - BMS Workstation
 - Fire Pump (if needed)
 - Main Fire Alarm control panel
 - Generator components (battery heater, service receptacles/lighting, etc.)
 - 26 51 00 INTERIOR LIGHTING
 - All fixtures shall be LED unless otherwise approved.
 - Light Fixtures: Any proposed location identified lower than noted below shall be reviewed and approved by DCPS Facilities:
 - For Pendants @ Elementary School - B.O. fixture no lower than 8'-6".
 - For Pendants @ Middle/High School - B.O. fixture no lower than 9'-0"

Division 27 – COMMUNICATIONS

- 27 51 16 PUBLIC ADDRESS SYSTEMS
 - PA (Public Address School, Public Address Emergency, Public Address Intruder)
 - Bogen Quantum Hybrid

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- Head end wall mount is preferred over rack mount
 - Appropriately sized Quantum pre-built system shall be provided
 - QSW24/QSW48/QSW72 etc.
 - Include MCTCA Telephone Interface Card
 - Speakers
 - Preference is to have no wall mounted speakers
 - Drop ceilings
 - Shall be drop in Bogen CSD2X2VRU speakers or equivalent
 - General Design Guidance
 - Distance between speakers in hallways shall be 3x the height of ceilings
 - In stair shafts include one speaker at the topmost elevation
 - At each stairway exit, one speaker shall be located within one ceiling height of the stairway exit door
 - Call Switch
 - Bogen CA15C
 - Include sufficient design and programming time to coordinate all calls with the school's occupancy requirements and exclusions for quiet spaces
 - 27 53 13 CLOCK SYSTEMS
 - Clocks
 - Sapling Talk Back Wireless
 - Master clock shall be networked for synchronization
 - Clocks should be located in a consistent location in classroom spaces.
 - 27 53 19 DISTRIBUTED ANTENNA SYSTEM (DAS)
 - See link below to the code which addresses the Emergency Responder Radio Coverage since 2015:
 - <http://dcregs.dc.gov/Gateway/RuleHome.aspx?RuleNumber=12-H510>
 - See link below for requirements of the Public Safety DAS:
 - <https://ouc.dc.gov/page/oucs-public-safety-building-radio-systems-requirements>

Division 28 – ELECTRONIC SAFETY AND SECURITY

- Life Safety Systems Installer's Certifications
 - Electronic Security Association (ESA) National Training School (NTS) is being used as a benchmark, other certifications/trainings can be submitted to DCPS for approval
 - CCTV Installers
 - CAT1 + Life Safety Code + Video Systems Technologies
 - Intrusion Detection Installers
 - CAT1 + Life Safety Code + Advanced Intrusion Systems
 - Access Control Installers
 - CAT1 + Life Safety Code + Electronic Access Control
 - Fire Alarm Installers
 - CAT1 + Life Safety Code + Fire Alarm Installation Methods

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- 28 05 00 VIDEO SURVEILLANCE SYSTEM
 - Axis Network Cameras and Panasonic MonitorCast 4 viewing platform
 - Network Camera Models
 - M3105-LV for IDF and MDF
 - M3045-V: Indoor nearfield options, e.g. stairwells: M3045-V
 - M3046-V: Indoor wider-angle options, e.g. small rooms and double stairwells: M3046-V
 - P3225-V: Hallways and larger spaces: P3225-V
 - P3225-VE: Exterior doors and near to medium area coverage: P3225-VE
 - P3225-LVE: Exterior doors and near to medium area coverage with IR: P3225-LVE
 - P3227-VE / LVE: Larger exterior areas such as playgrounds.: P3227-VE / P3227-LVE
 - Q3517-VE 9mm / 2mm: Exterior greater area coverage (Depending on coverage demand)
 - Q6115-E / Q6115-E: Exterior PTZ (Depending on coverage requirement). PTZ cameras kept to a minimum.
 - Q6155-E with Q6000-E: 360-degree Exterior larger space, advanced auto-tracking and guard-tour for parking spaces
 - P3708-PVE for 180-degree views were required
 - Some other camera options will be used in special circumstances such as the P3707-PE, Q1765-LE, and thermal cameras (Q1941-E, Q1942-E and Q2901-E). These additional models will be used by guidance of the Gold level partner to accommodate for specific needs at a location.
 - 28 10 00 ACCESS CONTROL
 - Also see section: 08 71 00 FINISH HARDWARE
 - Shelter in place / lock down: located on all interior doors that are student occupied spaces (ie: Classrooms, Small Groups, Music, etc). DCPS to review locations with design team for confirmation.
 - BOD: Schlage AD 300 or 400
 - Alternative: Hager HS4
 - Alternative: Best Wi-Q
 - Requirements:
 - Instructional spaces shall be able to lock from the inside without opening the door and entering the corridor
 - If an unauthorized person locks a door from the inside there must be a means of opening the door from the corridor
 - BOD shall be a wired system, DCPS requires sign-off if a battery operation system is proposed
 - This can be done via multiple methods (key or card) but the preferred is card
 - A lockdown of doors or select doors must be possible from a remote location within the school. This can be done via a push button, glass break, software on a computer or a specially designated card/card reader.
 - 28 16 00 ACCESS CONTROL AND INTRUSION DETECTION
 - Door Intercoms (main entrance)
 - Axis A8004-VE (vandal resistance) or Axis A8105-E

- Grandstream GXV3275 or GXV3240
 - Kitchen loading
 - iPhone JK Series with 3.5" screen
 - Electronic Access Control
 - Mercury based systems only
 - Acceptable panels are: EP1501, EP1502, MR50, MR52, MR51e, 16In, 16Out
 - Altronix EFLOW 6NB power supply charger
 - Altronix LINQ 8PD power distribution module
 - Altronix Trove2 enclosures with TM2 Mercury backplanes
 - Panasonic MonitorCast 4 or RS2 access control platform
 - Panels can be wired using Ethernet or 485 topology
 - Contractor shall provide no less than 125 programmed credentials via Schlage Allegion CardTrax program.
 - Intrusion Detection
 - DMP (Digital Monitoring Products) XR-550DNL-G
 - PIR Dual Tech Bosch or Honeywell
 - Graphic Touchscreen Keypad 7800 Series
 - Located at school's main entrance and custodian's main point of egress
 - Interior 335 Sirens
 - Exterior Axis C3003-E Speakers
 - Programming
 - Security contractor shall program security system with general contractor code for configuration and testing purposes before turning over the system to DCPS
- 28 18 11 SECURITY ACCESS METAL DETECTORS
 - Metal Detectors
 - The point of contact is Mr. Rich Brown who is the representative for Garrett Metal Detectors. The model for the metal detector is the 6500i. Rich can be reached on 757-288-6604; email: pmiusa@cox.net.
- 28 18 13 SECURITY ACCESS X-RAY EQUIPMENT
 - VOTI x-ray machine
 - XR3D-50s / the POC for VOTI is Mr. Jacob Greenbaum. He can be reached via email at Jacob.greenbaum@votidetection.com or by cell phone at 1-514-816-4546.
- 28 31 11 FIRE ALARM
 - Honeywell / Fire-Lite MS addressable control panel
 - 2 telephone lines per panel for communication
 - All fire alarm wiring shall be run in red conduit, no exceptions

Division 31 – EARTHWORK

- NOT CURRENTLY USED

Division 32 – EXTERIOR IMPROVEMENTS

-
- 32 14 13 PERMEABLE PAVMENT
 - Not preferred due to maintenance difficulties. If needed to meet LEED or DOEE requirements, locations and types should be reviewed with DCPS.
 - 32 14 43 PERVIOUS CONCRETE PAVEMENT
 - Not preferred due to maintenance difficulties. If needed to meet LEED or DOEE requirements, locations and types should be reviewed with DCPS.
 - 32 31 13 CHAIN LINK FENCES
 - All fencing shall be coated.
 - 32 31 19 DECORATIVE METAL FENCES AND GATES
 - Two (2') feet solid panel required at all egress gates centered on panic hardware. Additionally, welded wire mesh should be added to gate to prevent unwanted exterior access.

Division 33 – UTILITIES

- NOT CURRENTLY USED



DISTRICT OF COLUMBIA
PUBLIC SCHOOLS

EDUCATIONAL SPECIFICATIONS

APPENDIX B

VERSION 1.0
March 1, 2019

DCPS FINISH GUIDELINES

General Notes:

The goal of "APPENDIX B - FINISH GUIDELINES" is to provide design teams with DCPS' design priorities and requirements. Each school should be designed with high design standards in mind which includes cleanliness, durability, longevity, maintenance and school uniqueness in mind.

A. FLOORING

- A.1 The following are not approved floor materials and shall not be installed within DCPS facilities: Carpet, Terrazzo Tile, Fritz Tile, Linoleum, VCT, Sheet Vinyl, BBT, MCT.
- A.2 Area rugs are acceptable in classrooms and library spaces and are included in the FFE package.
- A.3 Wood flooring is acceptable, beyond where indicated in specific areas, in restoration cases as well. For instance, existing wood floors in multi-purpose rooms or classrooms can be refinished if salvageable.
- A.4 All grout color shall be in the medium-to-dark range and approved by DCPS. No white / off-white / cream color shall be used.
- A.5 Recessed Walk-off Mats: preference is a combination of carpet and aluminum rails. Avoid all carpet and all aluminum option.
- A.6 All terrazzo flooring shall be poured-in-place with integral base.
- A.7 Flooring listed in order of DCPS preference starting with BOD (Basis of Design). APP ALT (Approved Alternates) also listed in order of preference and will be considered on a project by project basis.

B. WALLS

- B.1 Paint selection: semi-gloss preferred, needs clarification and input .
- B.2 Consider CMU in select locations per breakdown for area/room.
- B.3 All Music Rooms need to meet all current code and LEED NRC standards.

C. CEILINGS

- C.1 Where pocket condition at windows is required, maintain a minimum 1'-0" set-back from window for clearance. Maximizing pocket width is preferred for increased daylight. Options include sloped ceiling, continuous bulkhead, or cloud/floating ceiling.
- C.2 Approved standard ceiling types: 2x2 ACT, 2x4 ACT, 2x6 ACT, Gypsum Board.
- C.3 The following ceiling types will be reviewed and approved per specific project: wood ceilings, floating clouds, ACT sizes different from listed in #2, baffles, etc.
- C.4 NRC rating is most important, however, aesthetically less texture is preferred.
- C.5 Not approved: 4x4 ACT, 2x8 ACT, conceal grid system.
- C.6 MDF/IDF/Utility Rooms: No ceilings



- C.7 Consider location and quantity of access panels. Where access panels are required, consider ACT in lieu of GWB. Limit the number of different access panels if possible to three per building.
- C.8 All Music Rooms need to meet all current code and LEED NRC standards.

D. LIGHTING

- D.1 Avoid low-cost plastic lenses.
- D.2 All LED lighting.
- D.3 Occupancy sensors required in core academic spaces and offices.
- D.4 No fixtures shall be lower than 8'-6" AFF at Elementary Schools and 9'-0" at Middle/High School
- D.5 Preference is for pendants in main academic areas where ceiling heights allow.
- D.6 Specialized Instruction spaces - adjustable sensory lighting shall be included.

E. BUILT-INS

- E.1 No white laminate. Consider long-term durability and cleanability and aesthetics
- E.2 All cabinets should be lockable.
- E.3 Auditorium seating shall be wood chairs, no upholstery.
- E.4 Provide solid surface (or approved equal) countertops at all wet areas as a minimum.

Abbreviations

ACT	Acoustical Ceiling Tile
AFF	Above Finish Floor
BOD	Basis of Design
CMU	Concrete Masonry Unit
ES	Elementary School
GWB	Gypsum Wall Board
HS	High School
LVT	Luxury Vinyl Tile
MS	Middle School
PE	Physical Education
RCP	Reflected Ceiling Plan

OCCUPANCY		FLOORING			WALLS			CEILING			LIGHTING		
Academic Core Area (Classrooms, Small Group, Teacher Collaboration, etc)	BOD	Premium Rubber Flooring (tile)	BOD	High-impact gypsum board	BOD	See General Notes	BOD	No additional comments beyond "General Notes"					
	APP. ALT	LVT	APP. ALT	Existing masonry, existing plaster	APP. ALT	Majority should be ACT, designated areas of gypsum board at entry points acceptable	APP. ALT						
	NOTE S	Kiln Room (for Art) shall be sealed concrete, no rubber or LVT	NOTE S	Utilize accent paint color for at least one wall (avoid all white walls). Ideally, accent wall should be visible from corridor. CMU not preferred.	NOTE S	Preferred access to VAV boxes is in storage rooms or corridors, not classrooms	NOTE S	Dimmable /See General Notes regarding Self-Contained spaces					
Admin Spaces	BOD	Premium Rubber Flooring or LVT	BOD	High-impact gypsum board. Provide transparency between welcome center and lobby/corridor.	BOD	No additional comments beyond "General Notes"	BOD	No additional comments beyond "General Notes"					
	APP. ALT		APP. ALT	No additional comments beyond "General Notes"	APP. ALT		APP. ALT						
	NOTE S	No additional comments beyond "General Notes"	NOTE S	Avoid all white walls in high traffic areas. CMU not preferred. Consider public art, graphics or a combination within the welcome center and main admin area.	NOTE S		NOTE S						

OCCUPANCY		FLOORING			WALLS			CEILINGS			LIGHTING		
Auditorium	BOD	Existing wood refinished or LVT	BOD	High-impact gypsum board. Acoustical wall panels	BOD		BOD						
	APP. ALT	No additional comments beyond "General Notes"	APP. ALT	Existing walls	APP. ALT		APP. ALT						No additional comments beyond "General Notes"
	NOTE S		NOTE S	Provide black-out curtains at any exterior windows. See General Notes	NOTE S	NOTE S	NOTE S	NOTE S	NOTE S	NOTE S	NOTE S	NOTE S	No additional comments beyond "General Notes"
Corridors	BOD	Poured Terrazzo	BOD	High-impact gypsum board + tile wainscot (minimum 42-48" high)	BOD		BOD						
	APP. ALT	Premium Rubber Flooring, Porcelain Tile, Polished Concrete (select order, new slabs only)	APP. ALT	Specialty masonry products. Prefer ceramic tile for wainscot, but will consider other wall panels such as wood, metal, or acrovyn.	APP. ALT		APP. ALT						No additional comments beyond "General Notes"
	NOTE S	Consider a combination of flooring with higher cost materials such as poured terrazzo in select high traffic areas.	NOTE S	Height and size of tile wainscot will be reviewed on a project by project basis.	NOTE S	NOTE S	NOTE S	NOTE S	NOTE S	NOTE S	NOTE S	NOTE S	NOTE S

OCCUPANCY		FLOORING			WALLS			CEILING		LIGHTING
Custodial Closet	BOD	Sealed Concrete	BOD	Moisture Resistant Gypsum Board	BOD	Exposed Structure / No Ceiling	BOD	No additional comments beyond "General Notes"	No additional comments beyond "General Notes"	
	APP. ALT	Poured Epoxy Resin, Ceramic & Porcelain Tile	APP. ALT	CMU	APP. ALT	No additional comments beyond "General Notes"	APP. ALT			
	NOTE S	No additional comments beyond "General Notes"	NOTE S	Floor to ceiling tile is preferred, with a minimum of 6'-0" high.	NOTE S					
Dining	BOD	Poured Terrazzo	BOD	CMU	BOD	Acoustical consideration is top priority. This can be achieved through lay-in, clouds, etc. Reviewed on project by project level.	BOD	No additional comments beyond "General Notes"		
	APP. ALT	Porcelain Tile, Polished Concrete (select order, new slabs only), or Premium Rubber Tile	APP. ALT	High-Impact Gypsum Board + Tile Wainscot	APP. ALT		APP. ALT			
	NOTE S	No additional comments beyond "General Notes"	NOTE S	Acoustical impacts to adjacent spaces and within the room is a high priority	NOTE S		NOTE S			

OCCUPANCY			FLOORING			WALLS			CEILINGS			LIGHTING		
Elevator	BOD	Premium Rubber Floor	BOD	Medium-Level Interior Cab Finishes	BOD	No additional comments beyond "General Notes"	No additional comments beyond "General Notes"	No additional comments beyond "General Notes"	No additional comments beyond "General Notes"	No additional comments beyond "General Notes"	No additional comments beyond "General Notes"	No additional comments beyond "General Notes"	No additional comments beyond "General Notes"	No additional comments beyond "General Notes"
	APP. ALT	LVT	APP. ALT	APP. ALT	APP. ALT									
	NOTE S	No additional comments beyond "General Notes"	NOTE S	NOTE S	NOTE S									
Entrances/ Vestibules/ Lobby	BOD	Poured Terrazzo + Recessed Walk-Off Mat	BOD	High-impact gypsum board + tile wainscot / Storefront Systems	BOD	No additional comments beyond "General Notes"	No additional comments beyond "General Notes"	No additional comments beyond "General Notes"	No additional comments beyond "General Notes"	No additional comments beyond "General Notes"	No additional comments beyond "General Notes"	No additional comments beyond "General Notes"	No additional comments beyond "General Notes"	No additional comments beyond "General Notes"
	APP. ALT	Porcelain Tile, Premium Rubber Tile, or Polished Concrete (select order, new slabs only)	APP. ALT	Specialty masonry products. Prefer ceramic tile for wainscot, but will consider other wall panels such as wood, metal, or acrovyn.	APP. ALT									
	NOTE S	Provide recessed walk-off mats at entry vestibule and any secondary vestibules.	NOTE S	No additional comments beyond "General Notes"	NOTE S									

OCCUPANCY		FLOORING			WALLS			CEILING			LIGHTING		
Gymnasium	BOD	Wood Floor (MS & HS Only) / Resilient Athletic Flooring (ES)	BOD	Ground-face CMU	BOD	Exposed Structure / No Ceiling	BOD	No additional comments beyond "General Notes"	APP. ALT	NOTE S	No additional comments beyond "General Notes"	No additional comments beyond "General Notes"	
	APP. ALT	Where Gymnasium and Dining spaces are adjacent and connect, additional consideration should be provided for the flooring to allow for both PE and dining to function	APP. ALT	Painted CMU, High-Impact Gypsum Board	APP. ALT	No additional comments beyond "General Notes"							
	NOTE S	No additional comments beyond "General Notes"	NOTE S	Acoustical impacts to adjacent spaces and within the room is a high priority. Provide as many wall pads as possible including at columns.	NOTE S								
Health Services	BOD	Premium Rubber Flooring	BOD	High-impact gypsum board	BOD	ACT	BOD	No additional comments beyond "General Notes"	APP. ALT	NOTE S	No additional comments beyond "General Notes"	No additional comments beyond "General Notes"	
	APP. ALT	LVT	APP. ALT	No additional comments beyond "General Notes"	APP. ALT	No additional comments beyond "General Notes"							
	NOTE S	Cleanability and slip-resistance shall be considered when selecting tile. Too much texture makes it difficult to keep clean.	NOTE S	No Gypsum Bulkheads unless approved on case by case basis. Curtain track should be included in base bid and shown on RCP.	NOTE S	Ensure lighting does not interfere with ceiling hung curtains							

OCCUPANCY		FLOORING			WALLS		CEILING		LIGHTING		
Kitchen	BOD	Poured epoxy flooring	BOD	CMU / Ceramic Tile	BOD	Vinyl Coated ACT	BOD	No additional comments beyond "General Notes"	No additional comments beyond "General Notes"	BOD	
	APP. ALT	Industrial quality rolled floor (i.e.: Altro Atlas 40 or Altro Stronghold 30)	APP. ALT	No additional comments beyond "General Notes"	APP. ALT	No additional comments beyond "General Notes"	APP. ALT				
	NOTE S	Cleanability and slip-resistance shall be considered when selecting.	NOTE S	Floor to ceiling tile is preferred, with a minimum of 6'-0" high. If tile is provided to 6'-0" high, provide FRP above and extend to ceiling. Provide stainless steel panels as required per cooking equipment	NOTE S	Soil Resistance, Scrubability, Washability	NOTE S				
Library	BOD	Premium Rubber Flooring	BOD	High-impact gypsum board	BOD	No additional comments beyond "General Notes"	BOD	No additional comments beyond "General Notes"	No additional comments beyond "General Notes"	BOD	
	APP. ALT	LVT	APP. ALT	No additional comments beyond "General Notes"	APP. ALT		No additional comments beyond "General Notes"				APP. ALT
	NOTE S	Minimum of two (2) area rugs at ES. See General Notes	NOTE S	Masonry walls not approved, existing masonry walls to remain shall be furred out.	NOTE S						NOTE S

OCCUPANCY		FLOORING			WALLS			CEILING			LIGHTING		
Restroom	BOD	Ceramic or Porcelain Tile	BOD	Moisture Resistant gypsum board + ceramic or porcelain wall tile. HDPE for partition types.	BOD	ACT (vinyl coated) or GWB if no more than one access panels is required.	BOD	No additional comments beyond "General Notes"	No additional comments beyond "General Notes"	No additional comments beyond "General Notes"	No additional comments beyond "General Notes"	No additional comments beyond "General Notes"	
	APP. ALT	Poured Epoxy Resin	APP. ALT	No additional comments beyond "General Notes"	APP. ALT	No additional comments beyond "General Notes"	APP. ALT						
	NOTE S	Cleanability and slip-resistance shall be considered when selecting tile. Too much texture makes it difficult to keep clean.	NOTE S	Floor to ceiling tile is preferred on all walls, with a minimum of 6'-0" high. At a minimum provide tile on all wet walls. Any exterior windows require opaque glazing or translucent film for entire window.	NOTE S	NOTE S	NOTE S						
Stage	BOD	Wood	BOD	High-impact gypsum board.	BOD	No additional comments beyond "General Notes"	BOD	No additional comments beyond "General Notes"	No additional comments beyond "General Notes"	No additional comments beyond "General Notes"	No additional comments beyond "General Notes"	No additional comments beyond "General Notes"	
	APP. ALT	LVT	APP. ALT	No additional comments beyond "General Notes"	APP. ALT	No additional comments beyond "General Notes"	APP. ALT						
	NOTE S	For performing arts school, a more traditional mailable and paintable stage floor shall be considered	NOTE S	Provide black-out curtains at any exterior windows. See General Notes	NOTE S	NOTE S	NOTE S						

OCCUPANCY		FLOORING			WALLS		CEILING		LIGHTING	
	BOD	Landings: Continuation of corridor flooring /mid-landing continuation of riser and tread material Risers & Treads: Poured epoxy resin	BOD	CMU	BOD	BOD	BOD	BOD		
Stairwells	APP. ALT	Risers & Tread: Premium Rubber Tile	APP. ALT	High-impact gypsum board with minimum of 4'-0" high tile wainscot	APP. ALT	No additional comments beyond "General Notes"	APP. ALT	No additional comments beyond "General Notes"		No additional comments beyond "General Notes"
	NOTE S	Exit Landing: Wall-off mat. For specialty stairs preference is terrazzo tile or premium ceramic tile.	NOTE S	Consider high gloss for tile. No horizontal guardrails, only vertical or panel applications.	NOTE S		NOTE S			
	BOD	Sealed Concrete	BOD	High-impact gypsum board	BOD	No Ceiling	BOD			
Storage Room / Electrical Room (IDF-MDF)	APP. ALT	Premium Rubber Flooring, Poured Epoxy Resin, Ceramic & Porcelain Tile	APP. ALT	No additional comments beyond "General Notes"	APP. ALT	No additional comments beyond "General Notes"	APP. ALT	No additional comments beyond "General Notes"		No additional comments beyond "General Notes"
	NOTE S	No additional comments beyond "General Notes"	NOTE S	Provide adequate outlets for AV/IT, Laptop storage, etc.	NOTE S		NOTE S			



DISTRICT OF COLUMBIA
PUBLIC SCHOOLS

EDUCATIONAL SPECIFICATIONS

APPENDIX C

VERSION 2.0
March 17, 2021

A. DATA/IT

A: DATA / IT

General Notes

For specific model numbers for interactive boards, panels, copiers, and other equipment, please refer to Appendix A – Owner Project Requirements. Specific device count will be verified and confirmed for each school by DCPS based on the table below.

1. Interactive Board Locations

1A. Cisco Webex Board 70 Series

- Elementary School – upper grade commons, complete acoustical separation is not required, but ideal
- Middle School / High School – commons, complete acoustical separation is required

1B. Non-touch Flat Screens

- Main entry
- Main corridor(s)
- Welcome Center
- Dining / Multi-purpose

1C. Interactive Boards

- All classrooms
- All small group /resource rooms
- Library
- Commons (to be discussed with DCPS as all commons may not be required depending on the quantity)

2. Copier Locations

- 2A. Locations and type of copier should be confirmed with each school as they require specific outlet configuration and school input.

3. OCTO-DC Net Standards

- 3A. DRAFT - <https://dcnet.dc.gov/publication/dc-net-structured-cabling-standards>
Final publication expected to be released Spring 2019

4. DCPS IT Guidelines/Count by Room

Room Type	Technology	Quantity	Notes
Admin Suite/Welcome Center	Desk Phone	3	3 phones
Admin Suite/Welcome Center	Desktop - Admin	2	2 desktops
Admin Suite/Welcome Center	Network Drops	7	7 drops
Cafeteria	Network Drops	10	POS, Clock, AP for Wifi



Classroom K-12	Desk Phone	1	
Classroom K-12	Desktop - Student	3	
Classroom K-12	Network Drops	6	PA system, projection system, teacher workstation, 2 for wireless access points, 1 for student machines
Classroom Pre-K	Desk Phone	1	
Classroom Pre-K	Network Drops	6	
Computer Lab	Desk Phone	1	
Computer Lab	Desktop - Student	30	
Computer Lab	Network Drops	6	At least one peripheral computer lab with drops for 30 machines; more for larger schools to accommodate hardwired online testing rotations
Conference Room	Conference Phone	1	
Health Suite	Desk Phone	1	
Health Suite	Desktop - Admin	1	
Health Suite	Fax Machine	1	
Health Suite	Network Drops	2	
Janitorial Suite	Desk Phone	1	
Janitorial Suite	Desktop - Admin	2	
Janitorial Suite	Network Drops	4	
Kitchen	Desk Phone	1	
Kitchen	Desktop - Admin	3	For database computer
Kitchen	Network Drops	4	database computer, Point of Sale (POS), kiosk
Large Staff Office (2 Phones)	Desk Phone	2	
Library Media Center	Desktop - Admin	1	All-In-One model
Library Media Center	Desktop - Student	2	All-In-One model
Library Media Center	Laptop - Student	30	In addition to laptops for enrollment
Library Media Center	Network Drops	8	
Library Media Center/Maker Space	Mobile Carts	1	In addition to cart for 3:1 enrollment
Multi-Purpose Room	Network Drops	8	
Office	Desk Phone	1	
Parent Resource Center	Desktop - Student	3	
Resource /SpEd/Intervention (1/2 Classroom)	Desk Phone	1	



Resource /SpEd/Intervention (1/2 Classroom)	Desktop - Student	1	
School	Cisco Webex Board	1	For entire school, located in commons area
School	ipads - Student	3:1 on Enrollment (PreK-1)	
School	Laptop - Student	3:1 on Enrollment (2-12)	Windows-based
School	Laptop - Teacher	1:1 on Count DC Staff	Windows-based; not custodians, welcome center admin, kitchen, health
School	Mobile Carts	30:1 on Laptop - Student	
Security Room	Desk Phone	1	
Security Room	Desktop - Admin	1	All-In-One model
Security Room	Network Drops	1	
Teacher Workroom	Fax Machine	1	
Teacher Workroom	Network Drops	4	

B. EARLY CHILDHOOD EDUCATION

B: Early Childhood Education (ECE) – Infant and Toddler (0-3)

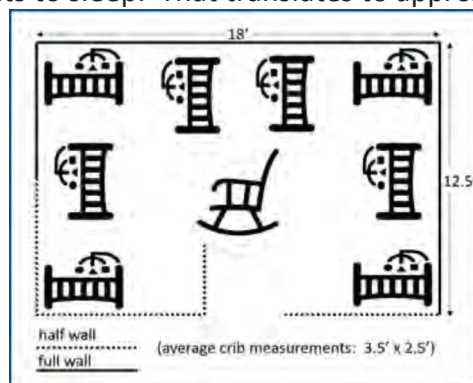
General Notes

The guidelines below are related to Environmental Health & Safety and Health & Outdoor Learning in Infant/Toddler/Preschool learning spaces.

1. Classroom/Instructional Space Requirements – Infant/Toddler only

1A. Nap Space (Infant and Toddler only)

- Nap space can be located within the infant and toddler room. Utilizing the nap room space required (225 ft²), the required ratios, and 45 ft² per child, an infant room must have a minimum of 585 ft². A young toddler room does not require the nap room so must have a minimum of 360 ft². An older toddler room can have up to 12 children so requires a minimum of 540 ft².
 - DCMR Title 5-A, Chapter 1, 126.14: A license shall provide each enrolled child in a full-day program with an individual crib or cot and ensure that crib areas are sufficiently separate from play space to prevent access to sleeping areas by children at play.
 - DCMR Title 5-A, Chapter 1, 126.15: A licensee shall ensure that each crib is placed at least two (2) feet apart from any other crib, at least two (2) feet from any windows, and two (2) feet from any radiators. The two (2) feet of separation required by this provision shall be measured on all sides of each crib.
 - NAEYC 9.A.05.a: The indoor environment is designed so staff can supervise children by sign and sound at all times without relying on artificial monitoring devices.
 - NAEYC 9.A.14.a: Adults have a comfortable place to sit, hold, and feed infants.
 - NAEYC 9.A.14.b: Staff place rocking chairs and glider chairs in locations that will avoid injury to children who may be on the floor.
- DAP Guidance: Ideally, nap spaces should be separated by a half wall so as to provide compliance with the “sufficiently separate” part of the regulation in the safest way possible. That nap space should provide adequate space for 8 cribs with floor space for a teacher to maneuver between cribs and a glider (rocking chair) for soothing infants to sleep. That translates to approximately 225 ft² for the nap room.



NAP ROOM



1B. Diapering, Toileting Areas, and Hand Sinks (Infant and Toddler only)

- Provide at least one (1) changing table for every ten (10) children that are not independently using toilet facilities, based on the license capacity of the facility (OSSE requirements for any additional information). Changing tables should be built in.
 - DCMR Title 5-A, Chapter 1, 123.7: A licensee shall ensure that changing tables have impervious, nonabsorbent, smooth surfaces that do not trap soil and are easily disinfected, are sturdy and stable to prevent tipping over, are at a convenient height for use by facility staff, and are equipped with railings or barriers.
 - NAEYC 9.A.01.a: Equipment and furnishings for diaper changing and changing soiled underwear or other clothing are located away from food preparation areas.
 - NAEYC 9.A.01.b: Hand-washing sinks are within arm's length of diaper changing tables.
- (Toddler only) Provide at least one (1) flush toilet and one (1) sink for every ten (10) children (OSSE requirements for any additional information)
- There must be two hand-washing sinks for adults which are separate from one another – one for toileting, diapering, and first aid hand washing and one for food prep and all other hand washing
- Provide waste receptacles that have a hands-free opening mechanism
- Install finger-pinch protection devices on doors, cupboards, cabinets, and gates that are accessible to children (except on doors, cupboards, cabinets, and gates that are fully closed and locked)

1C. Casework/Built-in Shelving (Infant and Toddler only)

- Built-ins are ideal for spaces with very young children as it lessens the pieces of furniture in the space that need bolting and, in most cases, better utilizes wall space
- Provide a minimum of two tack boards with wooden borders in each classroom-as well as several in the hallways or entry areas
- Provide lockable cabinets to store food, cleaning supplies, children's supplies, etc.
- Ensure there is a lockable closet to secure toys and materials not currently in use and staff belongings (NAEYC 9.C.02.c: The work environment includes a secure place for staff to store their personal belongings.)

2. Interior Space Needs (Health and Outdoor Space)

2A. Adult staff spaces

- DCMR Title 5-A, Chapter 1, 123.2: A center shall provide bathroom facilities for use by adults separate from those used by children / NAEYC 9.C.02.b: The work environment includes an adult-sized bathroom.
- NAEYC 9.C.02.a: The work environment includes a place for adults to take a break from children / NAEYC 9.C.02.b: The work environment includes an administrative area for planning or preparing materials that is separated from the children's areas.

2B. Indoor play space

- Consider appropriate classroom space and indoor play space (in the event of inclement weather) to allow children daily opportunities for physical activity

3. Exterior Space Needs (Health and Outdoor Space)

3A. Exits

- DCMR Title 5-A, Chapter 1, 163.3: Children under the age of two (2) years, or non-ambulatory children, may only occupy Center space that is on street level; has two (2) means of egress; and if the means of egress involve steps has ramps in place to enable staff to put children in evacuation cribs or flat strollers to roll them out in the event of an emergency, unless the lack of a ramp at any means of egress has been approved by FEMS.

3B. Playground

• Location and Equipment

- Play spaces shall be equipped with signage indicating the appropriate age group for use
- DCMR Title 5-A, Chapter 1, 163.6: Child Development Centers serving infants, toddlers, or preschoolers shall provide suitable age-appropriate outdoor play space. This play space shall be in an enclosed area, including yard or playground, on the Facility’s premises.
- DAP Guidance: low climbing structures, sensory walls, grassy areas (no swings)



- Playground Square Footage
 - NAEYC 9.B.04.a: Provide at least 75 square feet of outside play space for each child playing outside at any one time. The total amount of required play space is based on a maximum of one-third of enrolled students outside at one time.
- Playground Enclosure and Exits
 - DCMR Title 5-A, Chapter 1, 125.6: Provide ability to enclose the outdoor play space with a fence or natural barrier that shall be at least 42” high with a space no larger than three and one-half (3½) inches between its bottom edge and the ground, and designed to prevent climbing.
 - DCMR Title 5-A, Chapter 1, 125.7: Provide at least two (2) exits from each outdoor play space. At least one of these exits shall be remote from the facility buildings.
 - DCMR Title 5-A, Chapter 1, 125.8: All outdoor gates have positive self-latching closure mechanisms that are at least four (4) feet off the ground or constructed in a manner so that they cannot be opened by a preschool-age child.

3C. Outdoor space for a garden (desired)

- Also refer to “Site and Plantings”

4. Environmental Health and Safety

4A. Outlets

- Consider outlet locations to ensure student safety
- Consider installing self-closing electrical outlet covers for child-proofing



4B. Windows

- Limit the exit opening accessible to children to less than four-six inches, or be otherwise protected with guards that prevent exit by a child, but that do not block outdoor light
- Provide screens
- Ensure that strings and cords are not accessible to children

4C. Access to Outdoors

- Provide direct access from each classroom to the corridor that has easy and direct access to the outside
- Provide direct access to the outside from each classroom only if the direct access is to a secured courtyard

4D. Levels of Illumination

- Natural lighting should be provided in rooms where children work and play for more than two hours at a time
 - Wherever possible, windows installed at child's eye level should be provided to introduce natural lighting
 - All areas of the facility should have glare-free natural and/or artificial lighting that provides adequate illumination and comfort for facility activities

B: Early Childhood Education (ECE) – PreK3 and PreK4

General Notes

The guidelines below are related to Environmental Health & Safety and Health & Outdoor Learning in PK3 and PK4 learning spaces.

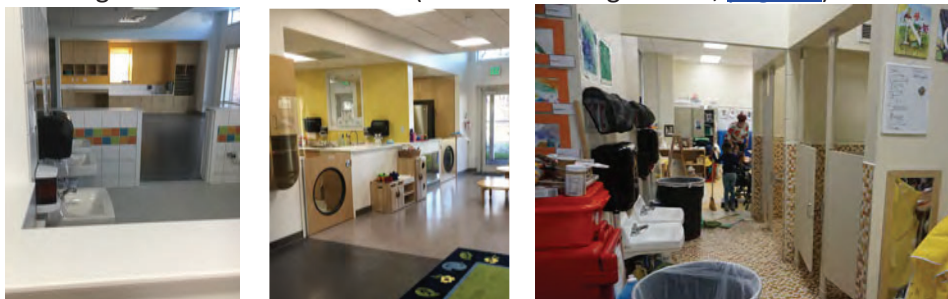
1. Classroom/Instructional Space Requirements (Pre-K)

1A. Square footage

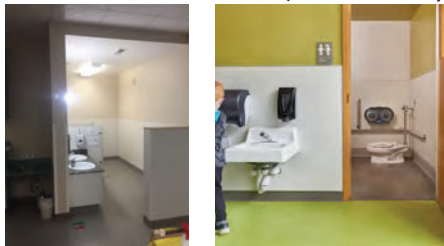
- A PK classroom must have, at minimum, 35 square feet of indoor space per child. All PK classrooms should be large enough to accommodate 20 children, the maximum size of a PK4 classroom. All PK classrooms should therefore include a minimum of 700 square feet of instructional space, exclusive of bathrooms and storage spaces. (Head Start standards, [1302.21\(d\)](#))

1B. Toileting and Hand Sinks

- Ensure teacher and paraprofessional can easily maintain visual and auditory supervision of restroom at all times.
 - Children in PK3 and PK4 should never be alone behind a closed door
 - If there are stalls (like in a Jack and Jill restroom shared by two classrooms), stall doors should be low to allow for easy sight supervision
- Provide at least one (1) flush toilet and one (1) sink for every ten (10) children.
 - An en-suite restroom attached to one classroom should have 2 child-sized toilets
 - A jack-and-jill restroom attached to two classrooms should have 4 child-sized toilets
 - Child-sized sinks are used for toothbrushing and handwashing. Hardware should be accessible to children to operate independently (Head Start [1302.43](#))
 - “Child hand-washing sinks may be located within the toilet area but are best placed in the classroom on a wall adjacent to the toilet area to facilitate supervision and reduce congestion in the toilet area.” (Head Start Design Guide, [page 91](#))



Jack-and-Jill restrooms (accessible by two classrooms):



En-suite restrooms (accessible to one classrooms):

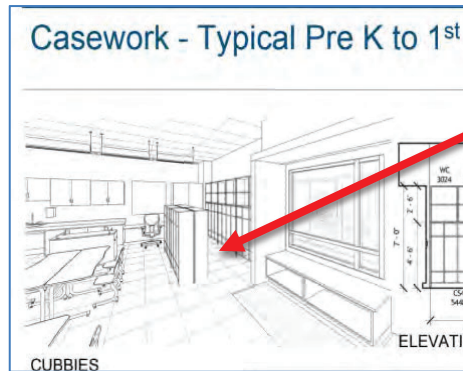


1C. Space for family style meals (FSM)

- Lunch time is considered an instructional part of the day. Children enjoy lunch in their classrooms while conversing with each other and with adults. Children practice motor skills by passing food to each other and serving themselves.
 - Flat counter space where teachers can place containers of food to be served
 - Group tables where children can sit together, with adults, to have conversations during meal times. Reference: Head Start Program Performance Standard 1302.31(e)(2)

1D. Casework/Built-ins

- Wall space:
 - 1 smart board
 - Magnetic white boards (PK teachers rely on free-standing white board teaching easels)
 - Tack/bulletin boards should be installed in classroom (at least two for teacher information/child work and at least one near entrance for parent information) and in hallways
 - Neutral color schemes (white, beiges, and light grays)
 - “Overstimulation and excited behavior can result from the overuse of a strong color scheme. The predominant color above the level of the wainscot should be neutral. Stronger, more vivid colors may be applied on one wall in corridors and along the rear walls of classrooms (opposite windows). Bear in mind that children’s clothing is usually much more colorful than that of adults, and their toys and art add a great deal of color to the environment. Too little color is better than too much in an environment where children will spend a great deal of time.” (Head Start Design Guide, [page 114](#))
- Built-ins should be avoided, except coat cubbies
 - Teachers in Pre-K need to be able to regularly reconfigure the furniture in their classrooms to accommodate new study topics that begin every 8 weeks
 - Low, free standing shelves are used to create separate learning centers, oftentimes by arranging shelves into “triads”
 - Each PK classroom should have one coat cubby for each student (20 cubbies)
 - Coat cubbies should be located against walls to avoid creating any supervision challenges
 - Avoid installing cubbies in a u-shape, or in parallel rows, because this creates areas of the room where children cannot be easily seen
 - Coat cubbies should be accessible to three- and four-year-olds so they can reach the top shelf independently



Supervision issue:
When children are behind these built-

- There should be space to easily label each coat cubby with a child's name and/or photo.

2. Interior Space Needs (Pre-K)

2A. Bathroom facilities for adults (DCMR Title 5-A, Chapter 1, 123.2: A center shall provide bathroom facilities for use by adults separate from those used by children / NAEYC 9.C.02.b: The work environment includes an adult-sized bathroom.

2B. Break area for adults (NAEYC 9.C.02.a: The work environment includes a place for adults to take a break from children / NAEYC 9.C.02.b: The work environment includes an administrative area for planning or preparing materials that is separated from the children's areas.

2C. Consider appropriate classroom space and indoor play space (in the event of inclement weather) to allow children daily opportunities for physical activity.

3. Exterior Space Needs (Health and Outdoor Space)

3A. Square footage

- An outdoor play area for PK children must have, at minimum, 75 square feet of outdoor space per child
- The Head Start Performance Standards, 45 CFR [1304.53\(a\)\(5\)](#), provide that there must be at least 75 square feet of usable outdoor play space per child.
 - Best Practice: The outdoor play space should be divided, with each outdoor area having no dimension less than 8.1 feet and a minimum size not less than 1,205 square feet. At least 50 percent of the outdoor play space must be exposed to sunlight at any given time during hours of operation. There must be shade in the outdoor play space provided by planting, gazebos, umbrellas or other similar elements offering. When play space cannot meet these criteria, the center should provide access to alternate play areas for developing large-muscle skills. This alternate area may include, but is not limited to, an open courtyard or an outdoor space, such as a nearby public park, if permitted by state, tribal, and local licensing requirements.

4. Environmental Health and Safety

4A. Outlets

- Consider outlet locations to ensure student safety



- Consider installing self-closing electrical outlet covers for child-proofing

4B. Windows

- If the window opening is accessible to children, it may not open more than 4-6 inches or it must be otherwise protected with guards that prevent exit by a child, but that do not block outdoor light
- Provide screens
- Ensure that strings and cords are not accessible to children

4C. Access to Outdoors

- Provide direct access from each classroom to the corridor that has easy and direct access to the outside
- Provide direct access to the outside from each classroom only if the direct access is to a secured courtyard

4D. Levels of Illumination

- Natural lighting should be provided in rooms where children work and play for more than two hours at a time
 - Wherever possible, windows installed at child's eye level should be provided to introduce natural lighting
 - All areas of the facility should have glare-free natural and/or artificial lighting that provides adequate illumination and comfort for facility activities

4. Furniture

4A. Children in PK3 and PK4 range in size and height, and benefit from multiple chair heights. Two sizes of child chairs should be offered – 11"/11.5" and 13"/13.5"

4B. Pre-K classrooms should be designed primarily for use by children with very limited "teacher space". If teacher desks are present, they should be no longer than 48".

C. FOOD AND NUTRITION SERVICES



C: FOOD AND NUTRITION SERVICES

1. Kitchen Design

1A. Serving Line

- Serving line should be placed such that it can be secured and closed off after breakfast and lunch activities are completed, from the rest of the dining space
- Doors are preferred over over-head coiling door for accessing the serving line
 - A door for in and one for out of the serving line shall be provided--Glazing between the doors is preferred for good visibility into the serving line

1B. Prep Items

- Walk-in Freezer and Coolers shall be included on the generator
- No door is needed between food prep and ware washing, minimum 42" opening only

1C. Finishes

- Floors- rolled, heat sealed- (except for Walk-ins)
- Walls- tile, color keyed to accent school colors

2. Dining Space

2A. Cafeteria Seating

- Provide a variety of table sizes and types when possible
- A combination of round tables with built-in bench and round with loose chairs are preferred; rectangular tables with built-in bench are acceptable
- Ensure minimum ADA quantities are provided at tables

2B. Trash and Recycling Locations

- Do not provide built-in/custom trash and recycling locations
- Trash/Recycling/Organics (Compost) cans should be dispersed throughout the space

3. Kitchen Equipment and Accessories

3A. Standard Equipment

- Blender
- Convection Oven, Double Stack, Mobile (Gas)
- Convection Steamer, Double Size, (Gas)
- Food Processor, Commercial, Robo Coupe or Waring
- Pass-Thru Heated Cabinet, Mobile (not required to be pass-thru if space does not allow)
- Pass-Thru Refrigerator, Mobile (not required to be pass-thru if space does not allow)
- Range/Oven, Mobile, Oven must be Convection Oven w/fan (Gas)

3B. Serving Line Equipment/Components

- Cashier Counter, Mobile
- Cold Food Counter, Mobile
- Hot Food Counter, Mobile
- Milk cooler, Mobile



3C. Standard Kitchen Accessories

- Clean Dishtable
- Combination Pot Washing Sink/Soiled Dishtable
- Condiment Counter, Mobile
- Dish machine
- Dish drying rack, mobile
- Disposal
- Grease Interceptor
- Dunnage Rack
- Fly Fan
- Pan Rack cart, Mobile
- Pot & Pan Rack, Mobile
- Shelving – Metro, commercial, stainless wire, NSF rated
- Two and Three Compartment sinks as required
- Utility cart, mobile
- Worktable
- Can Opener
- Trash Cans: Slim Jim 32 gallon

4. **Delivery Access and Security**

4A. Door size/type for deliveries

- Minimum 42" to 48" max in width
- Single door preferred in lieu of double door
- Provide solid door with peep hole
- Provide adequate weather striping and bottom sweep per DOH requirements

4B. Typical Deliveries

- Delivery truck sizes include:
 - **Full Truck** (53' max) / **Van** (16' average "Sprinter") / **Straight Truck** (26' Straight)
- Food produce – 2x per week, 26' Straight Truck
- Bread – possible 1x per week, 16' Sprinter Van
- Milk – 2-3 times a week, 26' Straight Truck
- Dry Foods – 1x or 2x per week depending on volume, up to 53' full truck

4C. Security

- Provide axis phone from exterior to allow voice and video
- No automatic door release shall be provided. Physical door release by personal is required for security measures. (See DCPS "Security" one-pager and OPR)

D. HEALTH AND PHYSICAL EDUCATION



D: HEALTH AND PHYSICAL EDUCATION

1. General Requirements for All Program Levels

1A. Electrical/Technology Requirements

- Split sound system should be installed at high capacity schools where two PE classes happen simultaneously (dedicated speaker system to gymnasium side)
- Screen/Presentation capability in Gym

1B. FFE

- Provide Markerboards (as noted in ed spec)
 - Locate on opposite sides
 - Chalk trays not to be installed
- Provide Tack Board
 - Locate inside of Gym near entrance
- Provide non-interrupted white wall or projection screen on backside of murphy stage (if applicable) for projections

1C. Speciality FFE/Applications

Climbing Wall: maximize space and locate where possible

- Ideally one 30'-40' continuous segment is preferred, but two (2) split 20' segments is acceptable
- Basketball hoops: retractable and ceiling mounted, not portable unless approved by DCPS
- Volleyball: recessed floor sleeves for poles
- Archery
 - Provide secure (lockable – NASS.org) storage for bows and arrows in PE Storage
 - Motorized archery net (20' – 25' wide)
 - Target should be 1 meter from net. Then stand up to 15 meters away

2. Elementary Program Level Needs

2A. Gym Floor Striping

- Basketball (DARK color guides) and volleyball (LIGHT color guides)
- Grids 10' x 10' grid. (should be light in color; used for instructional/directional purposes)

2B. Bike Program

- Balance Bikes (ECE)
 - PreK-3 and PreK-4 = 20 bikes (<https://burley.com/product/my-kick/>)
 - Provide bike storage space/area/shed near ECE wing or outside
- 2nd Grade Bikes
 - 25 w/ pedals (a mix of 16" and 20" bicycles), 5 non-pedal
 - <https://www.rei.com/product/129551/diamondback-jr-viper-20-boys-bike>
 - Provide storage solution in close proximity to the gym
- Traffic Gardens (Elementary School only)
 - Incorporate into Landscape design to support bike program



3. EC / Middle / High School Program Level Needs

3A. Foundational Fitness

- Provide hooks on wall for foundational fitness straps (TRX hooks)
 - Hooks must meet needs for straps
 - Include in Health Classroom if flexible space is available (all schools should have a dedicated health room, DCPS has a requirement for grades K-8 of 75minutes per student per week)
 - Depending on size of middle school or EC, there should be multiple spaces to accommodate students (Grades K-5: PE requirement of 90 mins minimum per week of PE and Grades 6-8: 135 minutes per week)

E. LIBRARY PROGRAMS

E: Library Programs

General Notes

Elementary through High School Program Level Needs

- Two full classes should be accommodated at any time:
 - One: one-full class accommodated with tables and chairs and located near interactive whiteboard
 - Two: one-full class accommodated in a variety of soft seating for reading time
- Shelving height accessible for all students

1. Technology

1A. Outlet/Technology Requirements

- Electrical access throughout for mobile charging including in workroom/office
- Maximize electrical outlets through space to allow for student charging (ie, columns, perimeters, etc)

1B. Opac Catalog Stations

- Two (2) student computers dedicated to OPAC searching should be include in the library: one at the circulation desk and the second throughout the LMC space

1C. Devices

- Minimum of one district standard interactive board
- Dedicated printer station apart from circulation desk
- Dedicated two (2) student desktops as noted in 1B
- Provide one (1) staff desktops at circulation desk

2. FFE

2A. Circulation Desks

- Moderately sized; located in close proximity to entrance/exit
- Should be placed with maximum sight lines for the space
- Height of the desk should take in to consideration the size of the students as well as all ADA guidelines
- A book drop and book cart should be included

2B. Book drops

- In addition to the book drop in the circulation desk, a second lockable book drop should be accessible from the hallway outside of the library
 - A second book cart should be provided to collect the books from the second book drop location

2C. Soft seating

- Should be easily cleaned and sized proportional to students
- Provide soft seating throughout all spaces (encourages students to read independently and to collaborate)



2D. Marker Boards

- Provide in each small group room
- Provide minimum of two white boards in reading/learning/circulation area

2E. Mobile furniture and shelving on casters that allows for flexible use of space

- Shelving located within the space (not along the perimeter) shall be low shelving (42-48" max) to allow for visibility throughout
- Shelving located along perimeter walls can be increased to 5'-0" high if desired and needed to meet book count

3. **Space Needs**

- Lighting appropriate to task with ability to dim separate zones
- Visual control throughout
- Areas for small group and large group instruction
- Areas for informal small group interaction
- If library extends on multiple floors, provide lockable doors at all entrances/exits
- If library extends on multiple floors, providing Conference Room/s at levels others than the main level is acceptable

4. **Maker Space Needs**

- Priority of Maker Space to be on level of reading/circulation

5. **Shelving Requirements**

General Notes

When determining type and placement of shelving, consider the following:

- Consider shelf height and arrangement to promote maximum visibility of students and accessibility to resources
- Freestanding, mobile double-faced stacks placed in rows of 4-6 sections is the preferred stack arrangement
 - All shelving must have a full back and be fully adjustable with no lip that prevents access to books.
- Counter height shelving may be used for picture books, reference books and to create special interest areas
- Shelves should be able to accommodate a variety of formats and heights of books
- School libraries serving young students benefit from front-facing shelving bins for picture books (record album style) to ease browsing and increase agency

5A. Calculating Shelving Dimensions

- Shelving is calculated as the maximum capacity of the building X20 books/student
- To calculate the linear feet of shelving needed, use the following:
 - Picture/thin: 20 books per foot (~25% of collection)
 - Standard size: 9 books per foot (~75% of collection)
 - Reference books: 6 books per foot (verify existing collection and accommodate)



- Periodicals: 1 per foot for display purposes (verify existing collection and accommodate)
- 5B. Shelving Dimensions- Depth
- When determining depth of shelving, consider the following:
 - Use minimum 10-inch shelf depth for standard size books
 - Use minimum 12-inch shelf depth for picture books, reference books, and periodical and audiovisual storage
 - Equipment storage will require 18-24-inch shelf depth

F. OPERATIONS

F: OPERATIONS AND CUSTODIAL EQUIPMENT/SUPPLIES

General Notes

The following guidelines should be noted during building and site design. Operational Manuals, Cleaning Equipment guidelines, and Green Cleaning Requirements are also referenced below.

1. Custodial closet locations

- Minimum one (1) per each floor; located near bathrooms
- Provide open shelving for supply storage per closet
- Provide adequate lighting and ventilation

2. Mop holders/drain locations

- Provide standard holders (see Appendix A – OPR)
- Provide shelving

3. Toilet Accessories

- See Appendix A – OPR

4. Outlets throughout corridors

- Locations to be determined by building size
- Provide every 25ft-30ft due to limitations in vacuum/cleaning equipment cord lengths

5. Cleaning equipment

- Contractor to provide recommendation from flooring sub-contractor based on final floor selection
- DCPS Ops team/school Operations staff will review recommendations and confirm desired quantities
- Refer to Cleaning Equipment guide referenced on page F-3.

6. Exterior signage needs

- Signage package to include signage for playgrounds, fields, and public accessed entrances
- Digital marquee desired (DCPS is currently in discussions with HPO to standardize the DCPS marquee and create a prototype)

7. Fob count

- Provide one (1) for each full-time employee + 10% minimum for projected full-time staff
 - DCPS to confirm full percentage increase based on projected student enrollment

8. Cell phone lockers (MS & HS only)

- Specific type to be determined by individual school leadership

9. Railings

- Interior guardrails that connect one or more floors shall be 48" (this is in lieu of the 42" minimum code requirement)

10. Entry points / Main Entry / Secondary Entry

- If secondary entrance is provided, signage is needed (there will be a time when the secondary entrance is closed off and only the primary entrance is used)

CLEANING EQUIPMENT GUIDELINES

General Notes

The following should be referenced as it relates to modernization openings. Quantities and product specifications will be finalized and determined by specific school site.

1. **Equipment (Contractor Provided)**

1A. Scrubbers (Large)

- Large ride-on or walk-behind, adequately sized to efficiently clean hallways and large spaces like gym, multi-purpose room, cafeteria, etc. Standard 20-24" path
- Water only to clean, no solutions (reduced operating costs, increased air quality).
- Different scrubbing pads for different flooring types (see Supplies list)
- Confirm quantity of pads that are provided with each scrubber; consider purchasing additional to supplement start up supplies
- Quantity: One (1) per 100,000 SF (rounded up). A 150,000 SF school would receive two (2). Ensure storage/parking is available

1B. Scrubbers (Small)

- Walk-behind micro-scrubber or side-by-side machine for scrubbing of small areas
- Confirm quantity of pads that are provided with each scrubber; consider purchasing additional to supplement start up supplies
- Quantity: One (1) per 100,000 SF (rounded up). A 150,000 SF school would receive two (2).

1C. Vacuums

- See green cleaning requirements for filter and decibel level (section 3A.)
- School to select preferred style (ie. Industrial Upright Vacuums, Backpack Vacuums, Canister Vacuum)
 - Quantity: One per custodian
 - DCPS recommends backpack vacuum because they can be used on non-carpeted areas as well, but training must be provided to custodians on fit and use.
- Commercial wet/dry vacuum (standard, not optional)
 - Quantity: One per 100,000 SF, rounded up. A 150,000 SF school would receive two

1D. Extractor - Provide if any carpet/rug is installed

- Quantity: One (1) per school, unless a specific school has more carpet than is typically installed

1E. Custodial Carts

- School to select preferred style (locking or open)
- Quantity: At least one (1) cart per floor. Consider increasing total number by 50-100% for schools with large SF (over 150K SF) and/or high number of custodians. Ensure adequate storage/parking is available for total number of carts.
- If using microfiber system (DCPS preferred), include bag for soiled cloths & mops
- High Capacity Cleaning Cart
 - (Example: High Capacity Cleaning Cart)



1F. Miscellaneous Equipment Items

- “Man Lift” to be provided, as determined by project need. Quantity: One (1) per school
- Snowblower and/or leaf blower. Quantity: One (1) per school
- Graffiti remover. Quantity: One (1) per school

2. **Supplies (DCPS/School Site Provided)**

2A. Dilution Systems & Racks

- See Green Cleaning requirements (section 3A.)
- All solutions should be neutral; no acid or base
- A rack of concentrates should be mounted in custodial closets, attached via hose to water supply
 - Rack dispenses perfectly diluted solutions for each need (glass cleaner, sanitizer, all-purpose cleaner, etc)
 - Rack installation should be coordinated with contractor during construction
- Quantity: One (1) per custodial sink at a minimum; coordinate with kitchen and tenant spaces

2B. Spray Bottles with Labels

- All bottles containing solutions are to be labeled. Unlabeled solutions are a safety violation.
- Labels should match dilution system and also allow for hand-written information.

2C. Floor Scrubber Pads

- Refer to flooring type for recommended cleaning pad type:
 - Terrazzo
 - LVT/Rubber
 - Porcelain/Ceramic Tile
 - Resilient Rubber Sheetgood
 - Wood Floor (HS/MS only)
 - Sealed/Polished Concrete
- Match scrubber model provided by contractor (Sections 1A. & 1B.)

2D. Mop Heads

- Wet and Dry
- Microfiber system preferred, but washing machine is required

2E. Mop Buckets

- Corresponds to mop head types (Section 2D.)

2F. Wet/Dry Mop Handles

- Corresponds to mop head types (Section 2D.)

2G. Microfiber Cleaning Cloths

- Color coded: see below
 - Green (all-purpose)
 - Blue (glass)
 - Yellow (bathrooms excluding toilets)
 - Red (toilets only)



2H. Solution Buckets

- Color coded: see below
 - Green (all-purpose)
 - Blue (glass)
 - Yellow (bathrooms excluding toilets)
 - Red (toilets only)

2I. Specialty Cleaners

- Graffiti remover, et al.

2J. Window Squeegees

2K. Broom & Dust Pans

2L. Dollies

2M. Tool Kits

2N. Screw Assortment Sets

2O. Plungers (Heavy Duty)

2P. Signs

- Restroom Closed
- Wet Floor

2Q. Trash Bags

- Black
- Clear
- Also provide for sanitary disposals
- See Green Cleaning requirements for further guidance

2R. Liquid Soap (Bulk)

- See Green Cleaning requirements for further guidance
- Match installed type for dispenser

2S. Paper Towels

- See Green Cleaning requirements for further guidance
- Match installed type for dispenser- Appendix A

2T. Toilet Paper

- See Green Cleaning requirements for further guidance
- Match installed type for dispenser

2U. 55 Gal. Brute Container



3. Green Cleaning Requirements

3A. Purchasing Guide

- Per the Healthy Schools Act, all cleaning supplies purchased for schools must be environmentally- preferable. OCP (Office of Contracts & Procurement) published a [purchasing specification](#), which has been summarized in the [DCPS Purchasing Guide](#)

4. Staffing Allocations (Square footage and enrollment information used for determining equipment needs)

4A. Elementary School Program Level

- Square Footage
 - One (1) RW-3 for 100,000 square feet and every 50,000 square feet above 100,000
- Enrollment
 - One (1) more if over 300
 - Two (2) more if over 500
 - Three (3) more if over 1000

4B. Educational Campus Program Level

- Square Footage
 - One (1) RW-3 for 100,000 square feet and every 50,000 square feet above 100,000
- Enrollment
 - Two (2) more if over 500
 - Three (3) more if over 1000
 - Four (4) more if over 1500

4C. Middle School Program Level

- Square Footage
 - One (1) RW-3 for 100,000 square feet and every 50,000 square feet above 100,000
- Enrollment
 - One (1) more if over 300
 - Two (2) more if over 500
 - Three (3) more if over 1000

4D. High School Program Level

- Square Footage
 - Two (2) RW-3 for 100,000 square feet and one (1) for every 50,000 square feet above 100,000
- Enrollment
 - One (1) more if over 300
 - Two (2) more if over 500
 - Three (3) more if over 1000

G. SECURITY

G: SECURITY

General Notes:

- When a door is forced open or access is unauthorized, the security desk console will receive a notification of the door being opened and the related camera will pop up
 - This notification should be a sound as well as the camera popup
 - If equipped with an alarm at the door, this alarm can be silenced from the security desk or from the door itself by swiping a valid card / credential or using a key
 - Every exterior door should be fitted with either dual or DPDT (Double Pole Double Throw) door contacts so every door can be monitored by the integrated CCTV system
- Door intercoms shall be installed in strategic locations to call through to inside stations at the security desk, Welcome Center / Admin and kitchen
 - The person answering the Doorphone must exercise discretion in determining the potential visitor before using the phone to remotely unlock the door. (Doors that are remotely unlocked should only be doors that enter into supervised areas)
 - Doorphones are VoIP based and can be configured to follow / forward the call to the inside station at the command center or any other remote location. In general, door intercoms should ring to a manned security desk first, then roll over to the Welcome Center second.
 - Where school lockdown solutions are installed, the Doorphone will be configured to dial out to the command center as soon as the lockdown protocol is initiated in order to have “eyes and ears” at the main entrance. This configuration also provides a means of communication for first responders to personnel at the command center that is able to view all the cameras inside the school.
 - Door intercoms installed for kitchen deliveries shall be programmed for audio only, no remote door control.

Definitions

The integrated security system consists of CCTV and Access Control together with Intrusion detection. School lockdown solutions where installed will also form part of this integrated solution.

1. CCTV (CCTV) Closed Circuit TV provides the recorded and live video coverage of the building and exterior property
2. Access Control (PACS) Physical Access Control System provides restricted access to the building ensuring that all exterior doors are locked
3. Intrusion Detection System (IDS) provides security coverage when the building is locked and unoccupied (or in some cases partially occupied)

DCPS Security System and installer specifications

1. CCTV

1A. Server

Performance Criteria:

- Cameras recording in H.264
- Record minimum 45 days motion activated recording
- Record at each camera's maximum resolution (minimum of 1.3Megapixel per camera)
- For multi-server sites system must be configured to be accessed on a single interface
- All sites must be configured to report to the DCPS Security Command Center
- It is the responsibility of the contractor to successfully integrate into Command Center

1B. Cameras- Hardware

Performance Criteria:

- BOD for cameras shall be Axis brand cameras or approved equal
- All cameras must be vandal resistant, PoE and Infra-Red where required
- Camera designs and configurations must be completed by Axis Gold level partners, or approved equal, to ensure best use of cameras in correct areas to accommodate for all camera features, analytics and installation practices and guidelines and installation locations
- *For Basis of Design of camera models see Appendix A (OPR) specification section 28 05 00 VIDEO SURVEILLANCE SYSTEM*

1C. Cameras- Placement/Location

- All exterior doors to be covered by fixed cameras (one camera can cover multiple doors if the doors are close enough)
- All playgrounds, parking areas and driveway entrances to the school property
- Interior hallways, lobbies, gym, cafeteria, stairwells and other public and circulation areas
- No cameras in classrooms except for Computer labs and libraries
- Laptop and computer storage rooms
- Welcome Center and waiting area

1D. Security Monitors

- Monitors should be provided at the Security desk, Security Office, and Welcome Center

1E. Door Intercoms

- Exterior door intercoms to be provided with sufficient mounting hardware to ensure ease of access for all users and meet ADA guidelines
- Should be installed only at main entrance, entrance gate, if applicable, and at one (1) kitchen/delivery entrance unless directed otherwise

2. PACS

2A. Door Monitoring and Control

In addition to any access control hardware provided for in the site specification, all exterior doors need to have alarm contacts on each door slab wired using DPDT door contacts and run to IDS and PACS Control Panels. This will be used for integration to the CCTV system for door event notification and recording. Additionally, Card Readers should be installed on all exterior doors that staff can enter through. (Access will be determined with DCPS/school leadership)

- Access cards for card readers should be purchased by approved vendor

2B. Access Control panels should be Mercury Security hardware panels (see OPR for acceptable panels)

2C. Panels can be wired using Ethernet or 485 topology

2D. Power Supplies must consist of Trove 2 or Trove 3 enclosure (See OPR)

Systems need to be configured onto the VoIP platform and route back to the DCPS Security Command Center.

3. Intrusion Hardware

- Main intrusion detection control panels must be by DMP model XR-550 with associated power supply
- DMP Panels must be connected to the network on the security VLAN
- DMP Panels must be connected to a dedicated phone line and report to DCPS Security

3A. Door locking hardware

- All electrified exit devices need to make use of motorized latch retraction and not solenoid latch retraction
- All exterior electrified locking devices need to have built in REX switches and built in latch-bolt monitoring
- PIR / Motion REX's need to be avoided for door-approach unlocking
- Mag-locks should not be installed, unless approved
- Electronic door strikes are an acceptable option

Certifications

Any contractor working on DCPS CCTV, IDS, PACS needs to hold the following certifications or approved equal.

- ESA CAT1 + Life Safety Code + Video System Technologies (For CCTV)
- ESA CAT1 + Life Safety Code + Electronic Access Control (For PACS)
- ESA CAT1 + Life Safety Code + Advanced Intrusion Systems (For IDS)
- Manufacturer certifications of the systems being installed
- Mercury Based Certification (i.e. RS2, Panasonic MonitorCast, etc)
- Required - all staff are background checked randomly twice per year










IT Requirements

- SEE OPR and IT Guidelines

Evacuation Maps

- Design teams shall provide base maps to DCPS Facilities and Emergency Planning & Guidance Unit to assist in identifying primary and secondary routes. Once routes are determined, the design team shall create maps for each room. Assistance and final review will be provided by the DCPS Emergency Planning & Guidance Unit.

Sample Key for Egress Maps

-  Primary Route
-  Secondary Route
-  Pull Station
-  Fire Panel
-  AOR
-  Emergency Exit
-  Fire Extinguishers
-  Handicap Access
-  You are here

H. SITE AND PLANTING DESIGN

H: SITE AND PLANTING DESIGN

General Notes

- Ensure DCPS Security reviews doorphone fob plan as it relates to site programming. Consider playgrounds, sports fields, gardens, staff parking, dumpster routes, morning student gathering, aftercare, parent drop-offs.
- Line of sight must be maintained from building windows throughout the schoolyard. Avoid “blind spots” behind vegetation and structures or around corners.
- Aim for full ADA accessibility throughout the site (more than the minimum requirements).

1. Site Access

1A. Fencing

- Solid steel picket fence shall be used for site perimeters
- Chain link fencing should be installed for sports fields and sport courts (for safety) if not located on the perimeter
- Height depends on zoning, programming, and security requirements
- Consider tall nets atop fencing for sports fields

2. Site Elements

2A. Seating Areas

- Design team shall explore multiple seating options based on site configuration and grade change
- Consider weather (shade v sun) and visibility (line of sight)
- Take advantage of retaining walls for seating opportunities

2B. Shade

- Shade is an important feature for schoolyards for students, caregivers, and classtime- avoid fabric sails that need to be removed in winter

3. Landscape

- 3A. Create a defined edge between changes in ground condition (ie from planting bed to grass). Flush concrete curb is preferred but metal edging is acceptable. Do not create a tripping hazard with edging.
- 3B. Avoid oddly shaped, small, fenced, or isolated patches of lawn as it is difficult to mow such spaces.
- 3C. Avoid lawn in areas that get concentrated volumes of foot traffic (such as between building doors and the playground) as the grass will die and become muddy in rain.
- 3D. When choosing between lawn and artificial turf, consider the amount of use a field will receive by the school and the neighborhood.



3E. Plantings

- When selecting plants, consider the right plant for the right space; consider shade, views, adjacent walkways and windows, etc.
- Provide Native plants; adaptive species ok, if not invasive; low maintenance (doesn't need heavy pruning, fertilizing, or fussing).
- Include plants with a high biodiversity (attracts birds and other wildlife with food and shelter).
- Consider edible permaculture where appropriate with garden programming, but ensure that any fallen fruit will not fall on walkways or other adjacent hardscape
- Avoid plants with thorns (or rosebushes at all); nothing toxic (yews, etc)
- Avoid tall shrubs that present a hiding spot or otherwise compromise site security
- Maximize tree plantings; cluster different height trees (shade and understory) together in beds rather than spacing them equidistant within lawns. (Tree trunks are prone to damage from mowers and trimmers)
- Consider depth of mulch and replenishment mulch when designing finish grades. (Mulch ends up washing over walkways and playgrounds when too much is mounded up over time)
- Plant in drifts (but not monocultures) to make it easy for volunteers/users to recognize what belongs and what does not.

4. Installation and Turnover

- 4A. Specify plugs for perennials and decorative grasses, which allows for denser spacing at a lower cost.
- 4B. Trees no larger than 2" diameter
- 4C. Remove tree stakes after one year; include in contract.
- 4D. Install weed fabric below mulch and/or bound mulch around newly planted specimens to discourage weed growth during establishment (at least two years)
- 4E. Establishment watering must be included in the contract; at least through one growing season
- 4F. DO NOT create mulch volcanoes around tree trunks. Installed trees should sit at a finish grade that matches its condition before planting. Mulch is intended to keep roots moist, not trunks. Moisture trapped by mulch will damage a trunk and could lead to an unhealthy or dead tree.
- 4G. Prepare a binder for turnover to teachers and students (one physical plus digital copies) that includes a site plan with simplified location key (planting bed 1, 2, etc), plant names (Latin and common), brief descriptions of each plant, general locations that tie to the key, photos of each plant at mature size, closeup photos of key identifying features (redbuds retain seed pods throughout winter, etc), and general maintenance required (cut perennials and grasses to the ground in spring before new stems grow, etc).
- 4H. Consider including plant signage markers for identification

Playgrounds

General Notes

- Include a range of physical motions for student development; climbing, balancing, swinging, spinning, sliding, running, etc.
- Include opportunities for imaginative and unstructured play.
- Ensure adequate equipment for the school population and programming. For example, one slide is not sufficient to serve three classrooms of students at one time.
- Rigid freestanding shade structures are preferred (in addition to built-in shade on equipment) unless adequate shade is thrown by the building or existing adjacent trees. A solar study will be used to determine shade requirements for each project.
- Inclusive design is critical for all DCPS playgrounds. This includes ADA circulation to/around all features and multi-user components that allow students to engage socially with differently-abled peers. Socialization is the most critical feature of inclusive play. Also consider sensory needs and include quiet passive areas on playgrounds.

5A. Design Process

- Part 1: Through a visioning exercise, the school community / SIT will receive opportunities to weigh in on desired features, activities, and colors; and review concepts before an equipment order is placed
 - Student engagement is also encouraged to determined desired activities and components
- Part 2: The landscape architect will work closely with a playground vendor (designated by DCPS) to create a basis of design
 - Vendors offer conceptual design services free of charge as part of their business model; There is no guarantee that their design will be selected for the project
 - DCPS will review budget with design team and vendor prior to basis of design created
- Part 3: The school community / SIT will review concepts from 2-3 vendors and provide feedback on each of the designs

5B. Proposal Submission

- The basis of design will be used to collect bids from **three** equipment vendors-including the vendor who created the basis of design
 - Two Playgrounds: ECE Playground and Upper Level (5-12yr.old Playground)
- Proposal submissions must include a price for each of the following components or indicate that a component is not part of their submission price
- Provide as separate line items the purchase, freight, and installation cost for the following:
 - Play equipment; Shade structure(s) not integrated into play equipment; Site furnishings to include benches, trash and recycling receptacles; Safety surface; Drainage layers beneath safety surface, including stone and pipes; Field surface if part of the project; Drainage layers beneath field surface, including stone and pipes



- Submissions must also include both playground plans (showing fall zones) and 3D renderings (two version, color and B&W) of the proposed layout
 - It is desired that the renderings include human shapes for scale as well as a summary of the total number of students who can play on the equipment at a time

5C. Playground Design/Features

- Avoid fine details, complicated patterns, or too many colors in safety surface as the surface is unlikely to be patched to the same level of complexity or detail, if repatching/replacement is needed.
- Avoid placing safety surface seams beneath areas of high wear, such as slide landings, below swings, or around spinning equipment.
- For EPDM surfacing, use light colors to keep the surface cool. Do not include black in top coat as a way to reduce costs.
- The playground must appeal to a 3 year old and a 12 year old. Scale the equipment appropriately to account for all ages and levels of risk.
 - Consider fence between ECE and 5-12 playground if necessary to help protect ECE during aftercare or recess (although most ECE students want to play on the 5-12 equipment)
- Swings are desired if space allows
 - Consider multi-user swings like bowls to maximize the number of children who can play on a swing at any one time

I. VISUAL AND PERFORMING ARTS

I: VISUAL AND PERFORMING ARTS

In general refer to space summary sheets and one-pagers for room types and square footage. Edits have not been incorporated into the full ed specs.

1. Visual Arts

1A. Electrical Requirements

- Middle/High School Program Levels: Provide overhead drop-down power reels

1B. Furniture

- Provide 9'x12' rug (Elementary Level only)
- Tables should be easily movable
 - Elementary School Program level: Provide adjustable tables
 - Middle/High School Program levels: Adjustable height tables not required
- Provide adjustable height stools (no castors)

1C. Art Storage

- Provide counter area in Art Storage Room

1D. Casework (Elementary School)

- Provide two (2) sinks as referenced in the ed spec data sheet. Ensure they are a minimum of 6'-0" apart and placed at two (2) different heights: one at 30" and one at 34"

2. Performing Arts - Music Room

2A. Electrical Requirements

- Provide adequate outlets for Keyboard program (around 25 keyboards per class) - Exact confirmation to be determined with DCPS but consider mid-height outlets and low-height outlets for keyboards
- No floor outlets

2B. Storage

- Wenger storage solution should be provided and approved by DCPS
- Wenger storage should be installed within Music Storage Rooms
 - Individual locks are not required on Wenger storage when located within storage rooms
- Music storage for sheet music/materials not required

2C. Furniture

- Provide 9'x12' rug (Elementary Level only)

3. Performing Arts - Instrumental/Band Room

3A. Storage

- Provide Wenger casework with grille doors (lockable)



- 3B. Furniture
- No risers

4. **Performing Arts- Auditorium**

- 4A. Technology Requirements- Middle/High School Program Levels
- Provide mobile control rack with wireless capabilities
 - Control rack should connect to Control Room back to the main stage area

- 4B. Stage
- Provide over-sized (either double door or overhead coiling door) doors for backstage
 - Provide lower stage height at Elementary School Program Level (preferred height of 20" or 24")
 - Provide dance bars per DCPS specific direction

- 4C. Ticket Booth
- Ticket booth not required unless existing or specifically requested

5. **Performing Arts- Dance Studio (Middle School / High School Program Level)**

- 5A. Floor Structure Design
- Wooden sprung floor not required unless directed specifically by DCPS (Dance Studio should be multi-functional and accommodate dance as well as other PE/Athletic/Performing Arts functions)

J. WASTE AND RECYCLING DESIGN GUIDELINES (DGS)

Waste and Recycling Design Guidelines for DCPS Modernizations

D.C. Department of General Services, Sustainability + Energy Division

DCPS DISPOSAL STREAMS AND CONTAINERS

Recommended Type and Size of Disposal Containers Based on Student Enrollment

Waste Stream	Recommended Container Type and Size, per Student Enrollment		Purchased By
Trash	FEL Dumpster(s), 6 or 8 yd ³ *	<500 enrollment	DGS/Hauler
	Roll-Off Compactor(s), 15 or 30 yd ³	>500 enrollment	Project
	VIP Compactor(s), 2.75, 3, or 4 yd ³ **	When required by site restrictions	Project
Mixed Recycling	FEL Dumpster(s), 6 or 8 yd ³	<500 enrollment	DGS/Hauler
	Roll-Off Compactor(s), 15 or 30 yd ³	>500 enrollment	Project
	VIP Compactor(s), 2.75, 3, or 4 yd ³	When required by site restrictions	Project
Organics Recycling	96 gallon cart(s)	Only schools who opt-in to receive organics recycling services	DGS/Hauler

DUMPSTER PADS, DRIVEWAYS, AND LOADING DOCKS

- Garbage trucks have very **limited visibility when backing**. Consider a design that provides an area for a truck to turn around or has a separate exit so a truck can pull forward out of the property after servicing a container.
- Garbage trucks can weigh up to 65,000 lbs. so dumpster/compactor surfaces need to be able to **accommodate this weight load** when being serviced.
- Be mindful of any **overhead clearances**. Wires and building overhangs create additional obstacles to servicing dumpsters and compactors.
- Two of the biggest challenges for managing waste at schools are **illegal dumping** (non-school personnel disposing of waste in front of or inside of school dumpsters) and **parking** (parking in front of dumpsters, blocking access to them). Designs should consider how to prevent these two things from occurring to ensure schools receive regular service.

* Dumpsters are also available in smaller sizes but should only be considered if space is extremely limited

** VIP Compactors are also available in 6yd and 8yd, but they are taller so they should only be used if they are mounted next to a loading dock

FRONT-END LOAD (FEL) DUMPSTERS



FEL dumpsters are a great option for schools with fewer than 500 students. They are easiest for haulers to maintain, repair, and service. Typically, DCPS schools use 6 yd³ and 8 yd³ dumpsters, unless there is need for a smaller dumpster due to space concerns.

Dumpsters can be left in an open space in the parking lot/loading dock area or placed behind a dumpster enclosure. Dumpsters should be far enough apart so that someone can access the side doors to safely place

materials inside dumpsters.

The turning radius of a 3-axle truck needs to be considered when mapping out the travel path of a FEL truck to service these dumpsters. The truck needs to approach dumpster straight on in order to fork the dumpster and lift it over the truck to empty the dumpster. Trucks require a high overhead clearance order to empty dumpsters, so think about potential overhead obstacles such as wires and overhangs when planning dumpster area.



in

DUMPSTER ENCLOSURES



L dumpsters and 2-4 rolling carts. Dumpster closures should also include a space to store bulk trash, if possible.

- Gates/doors should be lockable. They should swing outwards more than 90 degrees. Doors should also be designed so that they will not accidentally swing inward when trucks or people are servicing dumpsters.

Mann Elementary School: *This dumpster enclosure is too small for side access to dispose of materials. It also has no space for rolling carts or bulk trash. People misuse the rolling carts because they cannot be secured behind the locked gate of the dumpster enclosure.*



pecific requirements for dumpster enclosure design.

Langdon Elementary School: *This dumpster enclosure is too small for both FEL dumpsters and rolling carts, so it is not been used for its intended purpose.*

COMPACTORS

If enrollment is over 500 students, project teams should consider purchasing a set of 15 or 30 yd³ roll-off compactors. 15 yd³ compactors will have enough capacity for the majority of schools.

Compactors are great for areas where pests are a big concern. They are also lockable, so neighbors cannot misuse the compactors. For schools with compactors, compactor training for custodial teams will need to be provided during building turnover.

Roll-off compactors require more room to service than a traditional FEL dumpster. Designs should consider the amount of room needed for a truck to back into the compactor, hook it to the truck, and then pull it onto the truck. They will require the same amount of room to return the compactor to the loading dock after emptying it. Like FEL trucks, roll off trucks require a high overhead clearance to service compactors.

Duke Ellington School of the Arts: *The overhang above this loading dock requires that the truck driver drags the compactor out far enough first so that when he begins to lift the compactor onto the truck it does not hit the overhang. Driver also has to be cautious of the wires hanging above.*

If enrollment is near or over 500 students and space is too limited for roll-off compactors or multiple dumpsters, project teams should consider purchasing a set of FEL/REL vertical (VIP) compactors. These compactors, like FEL dumpsters and rolling carts, can be serviced by front-end loader or a rear-end loader.



When purchasing compactors, both compactors should be the same size. The trash compactor should be gray (“Gray 4200-800” from Marathon’s color chart) and the recycling compactor should be blue (“Traffic Blue 4200-307” from Marathon’s color chart).

Project teams should purchase the following models: the roll off compactor [Marathon RJ-250SC](#) and the VIP compactor [Vert-I-Pack Compactor](#). See Marathon’s [FAQ website](#) for additional specs, such as the concrete pad and circuit breakers necessary for these compactors.

Things to Consider

Flow: Plan for the flow of materials through the building from separation points to outside disposal containers. How can distances that staff must travel to collect and dispose of waste be minimized? Are there obstacles that might disrupt this route, such as stairs, terrain changes, or small doorways? Where will waste be stored once it is collected? Is this interior storage area(s) sufficiently large, well-lit and well-ventilated? Is the storage area at risk of flooding in an extreme weather event? Will the flow of materials interrupt other traffic, such as student pick-up and drop-off?



Miner Elementary School: This sidewalk, where the dumpsters are located, is where most students, parents, and voters (school used as voting location) access building in the mornings and afternoons because it provides direct access to cafeteria where students congregate for before and after school. Having a main building access point that requires walking past dumpster area subjects building occupants to potential smells, pests, and safety risks. In theory, the school could move dumpsters further away from the public entrance way, but there is no downgrade slope built into the sidewalk that would enable heavy cans/carts containing waste to be rolled down to the asphalt area.

Aesthetics vs. Practicality: Built-in waste sorting stations, often installed in school hallways and cafeterias, may look nice but are often not well suited for recycling programs. Some issues associated with sorting stations are that the openings above bins for disposal tend to be too small, too large, or irregularly shaped; the stations are fixed, but the acceptable materials for different waste streams continually change overtime; and the stations create an additional surface for time-constrained maintenance teams to clean and maintain.



Dunbar High School: The waste sorting station installed in cafeteria has holes in the countertops that were too small for cafeteria trays to fit into. School staff uses books to cover the holes to prevent students from using the sorting station. Additionally, the handles and doors are broken, creating additional work for custodial team to complete in order to maintain aesthetics of sorting station.

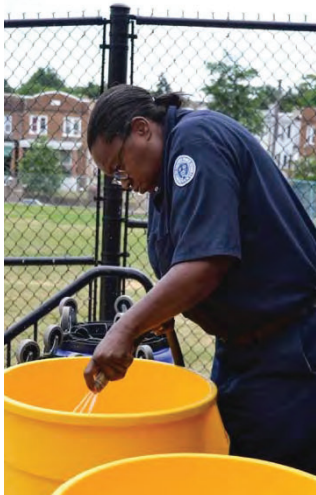
Accessibility: As a general rule of thumb, trash and recycling cans and dumpsters should be equally accessible in rooms throughout building and in loading



docks. The trash and recycling dumpsters/compactors should be equally accessible so that custodial team is not incentivized to use one over the other.

Boone (formerly Orr) Elementary School: *This loading dock only has capacity for one dumpster so the recycling dumpster is located on the other side of the parking lot. Recyclables are more likely to end up in trash dumpster because it's easier and more time-efficient to access. Additionally, this loading dock is tight, so there is not enough room for deliveries and waste disposal to occur at the same time.*

Storage: Schools can always use more storage space. For waste disposal, each floor or wing should have a storage closet that can store the round collection bins that are utilized to collect from room-to-room. Ideally, there should be room in the loading dock garage, the loading dock, or right before the loading dock access door for short-term storage of collection bins, cardboard boxes, and bags of trash. There should also be room for schools to store bulk trash (e.g. broken furniture, construction debris from small projects) because bulk trash cannot be disposed of in normal dumpsters or compactors. Schools need space so they can temporarily store bulk items before they are able to be collected.



Cleaning: Custodial team needs access to a water source and drainage that is compliant with storm water standards in the loading dock in order to clean collection bins, carts, and any messes that may occur during deliveries or waste hauling.

Truesdell Education Campus: *A faucet was installed so that a hose can be hooked up in the loading dock. Custodial teams can use this water access for numerous reasons such as cleaning collection bins and any mess that occurs during services of trash dumpsters/compactors.*





INSIDE THE BUILDING


The project team should purchase and set up equipment around the school building in accordance with the DCPS recycling program. Use the guides below to determine what supplies are needed for each room and supply specifications for ordering supplies.





Use [this calculator](#) to determine how many supplies to purchase and use based on your room types. DGS will provide labels and signage but will need project teams to determine how many of each are needed.



BIN SET-UP




Room Type	Container Types	Example
Classroom/office	<ol style="list-style-type: none"> 1. 7 gallon rectangular black/grey trash bin 2. 7 gallon rectangular blue recycling bin with universal recycling symbol 	


		
Common areas (e.g. teacher's lounge, welcome center, library)	<ol style="list-style-type: none"> 1. 23 gallon black/grey trash bin 2. 23 gallon blue recycling bin with blue mixed recycling lid <p>Sample product(s): Rubbermaid Vented Slim Jim 23 Gal (SKU:1956185) Rubbermaid Slim Jim Recycling Mixed Lid</p>	
Cafeteria	<ol style="list-style-type: none"> 1. 32 gallon black/grey trash bin on wheels 2. 32 gallon blue recycling bin on wheels 3. 32 gallon yellow organics recycling bin on wheels <p>Sample product(s): Rubbermaid Vented Brute 32 Gal (SKU:FG263200) Rubbermaid Brute Dolly (SKU FG264000)</p>	
Kitchen	<ol style="list-style-type: none"> 1. 32 gallon black/grey trash bin on wheels 2. 32 gallon blue recycling bin on wheels 3. 32 gallon yellow organics recycling bin on wheels 	

Equipment				
#	Illustration	Item	Quantity	Use Description
1.		<p>Trash bin – 7 gallon</p> <p>desk-side bin; plastic; standard black</p>	1 per room/desk	<p>Place in classrooms, offices, small bathrooms, and other rooms that produce little non-recyclable waste.</p> <p><i>Label for trash only. Use black liner.</i></p>

2.		<p>Recycling bin – 7 gallon</p> <p>desk-side bin; plastic; standard recycling blue with Universal Recycling Symbol</p>	1 per room/desk	<p>Place in classrooms, offices, and small conference rooms.</p> <p><i>Label for paper recycling only. No liner.</i></p>
3.		<p>Trash bin –23 gallon</p> <p>“slim jim” style bin; plastic; black</p>	1 per room / common area	<p>Place in large bathrooms, ECE, art room, library, lobby/entry, locker room, main office, conference room, welcome center, and other common areas generating lots of non-recyclable waste.</p> <p><i>Label for trash only. Use black liner.</i></p>
4.		<p>Recycling bin –23 gallon</p> <p>“slim jim” style; plastic; standard recycling blue with Universal Recycling Symbol</p>	<p>1 (or 2) per room/common area.</p> <p><i>Always place directly next to a trash bin.</i></p>	<p>Place in large bathrooms, ECE, art room, library, lobby/entry, locker room, main office, conference room, welcome center, and other common areas generating large amounts of recyclables.</p> <p><i>Label for mixed recycling. No liner or clear liner.</i></p>
5.		<p>Lid – Mixed Recycling Lid</p> <p>Fits 23 gal. slim jim-style bin; standard recycling</p>	1 per blue 23-gallon bin labeled for mixed recycling	See: “Recycling bin – 23 gallon”

#	Illustration	Item	Quantity	Description
6.		<p>Trash Bin – 32 gallon</p> <p>32-gallon Brute-style bin Height 27.25”; plastic; gray or black.</p>	<p>At Least:</p> <p>1 per floor/wing</p> <p>+</p> <p>2 per cafeteria</p> <p>+</p> <p>1-2 in kitchen</p>	<p>Store in maintenance/recycling closet on each floor/wing for room-to-room collection of trash.</p> <p>Place at least 1 per cafeteria sorting station for collection of trash.</p> <p>Place 1-2 in kitchen for collection of trash.</p> <p><i>Use black liner.</i></p>
7.		<p>Recycling Bin – 32 gallon</p> <p>32-gallon Brute-style bin; Height 27.25”; plastic; standard recycling blue with Universal Recycling Symbol. E.g.: Continental 3200-1 32 gallon Huskee</p>	<p>1 per floor</p> <p>+</p> <p>2 per cafeteria</p> <p>+</p> <p>1-2 in kitchen</p>	<p>Store in maintenance/recycling closet on each floor/wing for room-to-room collection of recyclables.</p> <p>Place 1 per cafeteria sorting station for collection of recyclables.</p> <p>Place 1-2 in kitchen for collection of recyclables.</p> <p><i>Clear or no liner.</i></p>
8.		Compost Bin – 32	1 per cafeteria	<i>Do not place</i>

		<p>gallon</p> <p>32-gallon Brute-style bin; Height 27.25"; plastic; yellow</p>	<p>sorting station</p> <p>+</p> <p>1-2 per kitchen</p>	<p>yellow bins outside of cafeteria/kitchen area.</p> <p>Place 1 per cafeteria sorting station for collection of organics (compost).</p> <p>Place 1-2 in kitchen for collection of organics (compost).</p> <p><i>Green compostable liners only. (Provided by DGS. Contact DGS.Recycles@dc.gov to request more)</i></p>
9.		<p>Dolly</p> <p>Twist on/off with 5 wheels to fit 32-gallon Brute-style bin</p>	<p>1 per 32-gal bin</p>	<p>Each 32-gal bin should have a dolly.</p> <p><i>(Some schools prefer to use no dolly on cafeteria bins to deter unauthorized relocation)</i></p>
10.		<p>Bucket*</p> <p>5 gallon white bucket with handle and volume measurements for liquids (metric preferred).</p> <p><i>*Extra 5 gallon buckets are common maintenance supplies. Ask maintenance team for a</i></p>	<p>1-2 per cafeteria</p>	<p>Place in cafeteria as part of sorting station.</p> <p><i>Label for Liquids Only.</i></p>

		<i>bucket before ordering new.</i>		
11.		Strainer 600 Micron (.023550") Strainer for 5-gallon bucket; white; polyethylene	1 per bucket	Place in 5-gal bucket for cafeteria sorting.
Labels and Signage				
12.		Labels - Mixed Recycling	1-2 per recycling bin (7 or 23 gallon) for mixed recycling collection	Place labels visibly on front and/or side of container facing out.
13.		Labels - Trash	1 per bin for trash	Place label visibly on front and/or side of container facing out.
14.	 <i>Represents 1 label of set</i>	Labels - Cafeteria Sorting Set	1 set per DCPS Recycles! Waste Sorting Station, 2 labels on each bin.	Place on bins and liquid bucket. Set includes 2 of each: Waste, Recycle, Compost, and Liquid labels.
15.	 <i>Represents 1 poster from set</i>	Posters - Cafeteria Sorting Set	1 set per DCPS Recycles! Waste Sorting Station	Place on walls above sorting station or other location to inform. Set includes 1 poster for each stream: Waste, Recycle, Compost, Liquid, and Trays.

Attachment P BIM Requirements-Architect/Engineer Contract

ATTACHMENT P

BIM REQUIREMENTS - CONSTRUCTION MANAGER @ RISK CONTRACT

PART 1 – GENERAL

Section 1.1. SUMMARY

1.1.1. This document establishes general and administrative requirements pertaining to Building Information Modeling (BIM) to meet Facilities Information Management (FIM) expectations for projects of various sizes and delivered under various contracting methodologies.

1.1.2. BIM practices require cooperation and involvement of all parties throughout the project delivery process, regardless of the delivery method being used for a given project.

1.1.3. BIM practices encompass and coordinate traditionally separate functions of design and construction in order to assemble all related building information into one Project Information Matrix that will provide the information needed to efficiently operate and maintain the facility once Substantial Completion has been achieved and the Project has been turned over to the Owner.

1.1.4. It is of primary concern that all building modeling and facility information developed during the design and construction of the Project be timely and efficiently developed, maintained and exchanged from initiation of the Project through Final Completion in accord with all Contract Documents and with Owner's operational and maintenance needs. Throughout the Project lifecycle, the A/E and the Contractor are expected to systematically demonstrate to the Owner that all building and system information is current to the extent that it can be at a given time during the design and construction process.

1.1.5. It shall be the responsibility of the Contractor and each of its Subcontractors, to have or obtain, at their cost, the trained personnel, hardware, and software necessary to successfully fulfill their respective obligations as set forth in the mutually developed BIM Execution Plan.

Section 1.2. COORDINATION, DATA VALIDATION AND TRANSFER

1.2.1. BIM Team

1.2.1.1. Owner's Members

1.4.1.1.1. Representatives assigned by Owner's Designated Representative,

1.4.1.1.2. A/E, including A/E and sub-consultant BIM manager(s), except for projects implemented with design-build methodology.

1.4.1.1.3. Test, Adjust and Balance Firm (TAB): the owner may engage a Test Adjust and Balance firm for the project under a separate contract. When engaged for the project, the TAB firm shall be a part of the BIM team and shall provide services as set forth in the specifications and its separate contract.

1.2.1.2. Contractor's Members

1.2.1.2.1. Individuals, each having authority to act on behalf of the entity they represent, explicitly organized to implement all BIM and FIM activities through coordinated actions.

1.2.1.2.2. Representatives of Contractor, including but not limited to

1.2.1.2.3. Contractor's project manager,

1.2.1.2.4. Contractors BIM Coordinator

1.2.1.2.6. Subcontractors as needed for Contractor to fulfill its BIM obligations

1.2.1.2.7. Equipment suppliers, as needed for Contractor to fulfill its BIM obligations

1.2.2. Scheduling

1.2.2.1. Design (Preconstruction) Phase

1.4.2.1.1. For projects implemented using the competitive sealed proposal, construction manager-at-risk, or job order contracting methodology, the A/E shall integrate all BIM activities into its Project Work Plan and the design schedule.

1.4.2.1.2. For projects implemented using the construction manager-at-risk or design-build methodology, the Contractor shall integrate all BIM activities into the Baseline Schedule and the Work Progress Schedule and shall ensure that BIM requirements are clearly set forth in all solicitation documents used to select subcontractors or suppliers for the Project. All parties will address scheduling problems and make necessary notifications in a timely manner to expedite all BIM activities.

1.2.2.2. Construction Phase

1.4.2.2.1. Contractor shall integrate all BIM activities into the Baseline Schedule and the Work Progress Schedule. All parties will address scheduling problems and make necessary notifications in a timely manner to expedite all BIM activities.

1.4.2.2.2. Contractor shall provide the initial schedule of primary BIM activities at the project kick-off meeting. Prior to the start of Schematic Design, Contractor shall have incorporated and integrated all BIM activities into the Baseline Schedule and Work Progress Schedule with appropriately linked predecessors and successors.

1.2.3 Data Validation

1.2.4.1 Model data validation (Design thru As-Builds) shall occur during the Schematic Design, Design Development, Construction Document and As-Build Stages.

1.2.4 Data Transfer

1.2.5.1 Model Data Transfer (Design and As-Build) Phases. Upon Transfer from the A/E team to the Builder, the Builder is responsible for field verification of all model representations, dimensions, element sizes, shape, location, quantity and orientation. Non-graphic information may also be attached to the Model Elements.

SECTION 1.3. ROLES AND RESPONSIBILITIES

1.3.1. Roles and responsibilities of BIM Team members are set forth below to help to clarify Owner's expectations with respect to the BIM and FIM processes.

1.3.2. Owner's Role and Responsibilities:

1.5.2.1. Provide specifications related to the format and content for the Project Information Matrix. These specifications are to include the identification of Tier 1. Data and Tier 2 Data required for the Project.

1.5.2.2. Provide initial direction as to the extent the BIM is to be used on the Project. BIM Level to be used on the Project.

1.5.2.3. Approve the BIM Execution Plan and A/E's and Contractor's schedules for completing all BIM activities.

1.5.2.4. Participate in BIM Team meetings.

1.5.2.5. Review and validate adequacy of Building Model development and project data collection.

1.3.3. Contractor's Role and Responsibilities:

1.3.3.1. Receive from A/E and assume lead responsibility for the BIM Execution Plan, the Building Model and the Project Information Matrix.

1.3.3.2. Administer updates to the BIM Execution Plan, the Building Model and the Project Information Matrix with the intent that all BIM-FIM Team members will have up-to-date information as the Project progresses.

1.3.3.3. Provide an individual, subject to Owner's approval, experienced in Building Information Modeling to document changes to Building Model and complete the implementation of the BIM Execution Plan. The Contractor shall assign this individual to act as the BIM Coordinator, who may have additional duties such as MEP Coordinator, but shall not be Contractor's project manager or superintendent. Contractor shall submit qualifications demonstrating the BIM Coordinator's technical

expertise and experience to the Owner for approval. In the event that Contractor chooses to subcontract its BIM obligations, Contractor must submit the name and qualifications of the proposed subcontractor for Owner's approval.

1.3.3.4. Ensure that Building Modeling activities are incorporated into the Baseline Schedule and the Work Progress Schedule.

1.3.3.5. Schedule and conduct periodic meetings with Subcontractors and equipment suppliers related to BIM to ensure the Building Model and the Project Information Matrix are being routinely and accurately updated.

PART 2- EXECUTION

SECTION 2.1 BIM EXECUTION PLAN

2.1.1. Throughout its development, efforts shall be made to align the responsibilities set forth in the BIM Execution Plan with the skills customarily contributed by each party associated with the Project. The BIM Execution Plan shall be considered as a "living document" that is to be updated and refined throughout the life of the Project and shall be available for review and verification by Owner at any time.

2.1.2 To the extent practical, the BIM Execution Plan shall minimize redundant efforts in favor of a single, organized approach to all activities required to successfully complete the BIM- FIM process.

It shall also identify and specify;

2.1.2.1 The extent to which Building Model(s) are to be used on the Project.

2.1.2.2 Describe the BIM-related responsibilities of all project stakeholders

2.1.2.3 Specify the due date for each BIM deliverable

2.1.2.4 Address all required BIM uses for the project, including but not limited to:

1. BIM-based design
2. 2D deliverables extracted from the BIM
3. 3D visualization for stakeholder/customer communication
4. BIM-based spatial validation
5. Automated clash detection
6. BIM-based collaborative design reviews
7. BIM and COBie data updates in the construction phase
8. IFC export tools and mapping document

2.1.2.5. The drawings to be generated from the Building Model(s) and the process(es) to be used for generating two-dimensional drawings from the Building Model(s) to ensure that all generated drawings adhere to Owner's CAD standards drawing structure, content, data elements and delivery as defined in the Owner's Design Guidelines.

2.1.3. Development and Refinement and implementation of the BIM Execution Plan shall be included as an agenda item for all Project Team meetings throughout the Construction Phase of the Project. When and as appropriate, the discussion items shall include, as a minimum;

2.1.3.1. The status of the refinement of, and any updates to, the BIM-FIM Execution Plan,

2.1.3.2. The identification of any issues related to the timing for exchanging information between the various Building Models and the timing and the means and methods for entering information into the Project Information Matrix,

2.1.3.3. The Level of Development of each of the Building Models,

2.1.3.4. The Depth of Detail for information within the Building Models and for information to be entered into the Project Information Matrix,

2.1.3.5. The status of the development and implementation of the CMMS Integration Process.

SECTION 2.2 EXTRACTED DATABASE

2.2.1 Unless Owner specifically agrees otherwise, all data input into the model(s) or CAD drawings shall be extracted from its various sources and delivered in a single Microsoft Access database. This Extracted Database shall include:

- 2.2.1.1 Equipment data gathered during the course of design and construction that is related to equipment listed in the PIM, but for which a data field does not exist within the PIM. This data may or may not physically reside with a table or schedule located within the drawings or specifications.
- 2.2.1.2 Fixed equipment data gathered during the course of design and construction that is not associated with equipment listed in the PIM (e.g. manufacturer's maintenance information related to sinks, faucets, emergency showers, light fixtures, life safety items, etc.). This data may or may not physically reside with a table or schedule located within the drawings or specifications.
- 2.2.1.3 Data related to all fixed architectural and finish features (e.g. manufacturer's maintenance information related to doors, hardware, finishes, glazing, etc.). This data may or may not physically reside with a table or schedule located within the drawings or specifications.
- 2.2.1.4 All information that is contained within a schedule or table located within the drawings.
- 2.2.1.5 All information contained within a schedule or table within the specifications.

SECTION 2.3 DOCUMENT INDEX

- 2.3.1 An index shall be included with each document delivery. The document index shall be in the form of a Microsoft Excel spreadsheet and shall identify every file included in the delivery. Identification information shall include;
 - 2.3.1.1 Owner's project number.
 - 2.3.1.2 Owner's project name.
 - 2.3.1.3 File name.
 - 2.3.1.4 File description.
 - 2.3.1.5 Identity of the file authoring entity (i.e. who generated the file A/E, consultant, Contractor, Subcontractor).
 - 2.3.1.6 Cross references to any required support files.

SECTION 2.4 LASER SCANS

- 2.4.1 Laser scan deliverables shall be in the form of three-dimensional models or two-dimensional drawings as set forth below in the BIM-FIM Deliverables section of this document and the final point cloud file generated by the laser scan used to create the models or drawings.

SECTION 2.5 RECORD DOCUMENTS

- 2.5.1 Unless Owner specifically directs or agrees otherwise, A/E and Contractor shall provide all Project Record Documentation as defined in the Definitions section of this document. When any questions arise as to whether documentation, electronic or hard copy, should be considered

SECTION 2.6 STANDARDS AND REQUIREMENTS

- 2.6.1 The National BIM Standard (NBIMS) is an open source standard for BIM. Major products of NBIMS are the Information Exchanges (i.e.) which define a purpose, components and attributes for BIM development. Industry Foundation Classes (IFC) are documented in NBIMS information exchanges.
- 2.6.2 National CAD Standard (NCS)- NBIMS is incorporating the National CAD Standards with BIM to support drawing production and publishing or construction documents. DGS can review and update its Drawing and Publishing Requirements as necessary.
- 2.6.3 Construction Specification Institute – Omniclass is a faceted building information classification made up of interrelated tables that define the built environment.
- 2.6.4 Unifomat and MasterFormat- The use of Unifomat and OmniClass will be defined in the BIMxP for the project. Cost Estimation is delivered in Unifomat II in the Study Phases and in both Unifomat II to Level 3 and CSI MasterFormat in the Design Phase.

SECTION 2.7 METRICS

- DGS project teams should also determine the metrics by which to measure the success of an implemented 3D, 4D, and BIM applications. Metrics typically compare the traditional way of work with the 3D-4D-BIM way of work. These metrics should stem from the business needs and evaluate how implementation of a given technology

provides a value-added service. For example, if a project team was using a 3D geometric model for MEP coordination and clash detection, one metric would be to measure the number of clashes found in the design stage and to compare this with the typical number of clashes found in the design stage on other similar projects. Other metrics may include:

- a. Planning and design time
- b. Value-engineering magnitude
- c. Number of errors and omission
- d. Number of change-orders
- e. Construction duration
- f. Design costs
- g. Construction costs
- h. Operation costs
- i. Maintenance costs

DGS project teams should regularly evaluate the 3D-4D-BIM project based upon the metrics established during implementation planning. In addition, lessons learned and applicable project data should be captured in order to develop best practices for future projects. This is the best way to ensure sustaining success for both current and future 3D-4D-BIM projects.

SECTION 2.8 BIM-FIM DELIVERABLES

2.8.1 The BIM-FIM deliverables shall be set forth in the BIM Execution Plan and are based upon this Project requirements. All files delivered in portable document file (pdf) format shall be searchable (i.e. “smart” or “vector” pdf’s). Unless Owner expressly agrees otherwise the deliverables for each Project type shall be as follows:

2.8.1.1 Project Deliverables

2.8.1.1.1 BIM Execution Plan

2.8.1.1.2 Project Information Matrix

2.8.1.1.3 Design Model(s) – in the most current release of Autodesk REVIT. In order to achieve maximum usage of the deliverables for Post Construction Facilities Management purposes the following modelling guidelines shall be adhered to unless owners BIM representative agrees otherwise.

2.8.1.1.4 A/E and consultants shall utilize REVIT to generate all final as-build construction models.

2.8.1.1.5 Construction Model(s) – in the most current release of Autodesk REVIT. In order to achieve maximum usage of the deliverables for Post Construction Facilities Management purposes the following modelling guidelines shall be adhered to unless owners BIM representative agrees otherwise.

2.8.1.1.6. Contractor and subcontractors shall utilize REVIT to generate all final as-build construction models.

2.8.1.1.7. All physical items that are documented in a table, schedule, list, external spreadsheet/database, submittal, RFI, ASI, etc. that pertain to final completion of the project will be required to be represented within the model as a 3-D object with inherent parameters or as part of a property set, etc.

2.8.1.1.8 Laser Scans – Laser Scans shall be delivered in 3-D REVIT models as well as the final Point Cloud file from which the model (s) were generated.

2.8.1.1.9. Media Type and Format - All models, drawings, submittals, RFI’s, Spreadsheets, databases, and any other deliverable shall be provided to the owner on a Windows 10 compatible USB 2.0 “Plug and Play” portable hard drive. BIM shall be submitted in both the native file format of the BIM authoring tool and in industry foundation classes (IFC) format.

SECTION 2.9 HARDWARE AND SOFTWARE

2.9.1 DGS will require the following Autodesk software for the design and construction phase of this project. (Five (5) licenses). Subscriptions to be provided by the Construction Manager @ Risk.

- Autodesk Revit 2018 or higher*

- Autodesk Navisworks Manage 2018 or higher*

By following this BIM standard, DGS and chosen contractors will use industry standard technology from Autodesk. Upon project completion, documents and license agreements will be turned over to DGS.

2.9.2 DGS will required five (5) new Dell Semi-tough computer tablets for use by the owner's representatives. Accessories should include keyboards (5) and stylus pens (5).

SECTION 2.10. OWNERSHIP AND RIGHTS DATA

2.10.1 For all DGS projects, DGS has ownership and rights to all data and other deliverables developed and provided by the A/E in accordance with the applicable provisions of the A/E contract. These rules extend to Building Information Models and associated data developed for DGS projects.