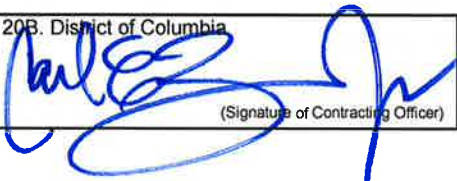


AWARD/CONTRACT				1. Reserved for later use		Page of Pages	
2. Contract Number DCKA-2015-C-0011		3. Effective Date See Box 20C		4. Requisition/Purchase Request/Project No.			
5. Issued By: Code				6. Administered by (If other than line 5) Office of Contracting and Procurement/ Department of Transportation Office of Contracting and Procurement 55 M Street, SE Suite 700S Washington, DC 20003			
7. Name and Address of Contractor (No. street, city, county, state and Zip Code) Howard University 2400 Sixth Street NW Washington, DC 20059 Duns No. <u>05-628-2296</u> TIN <u>53-0204-707</u>				8. Delivery <input checked="" type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See Schedule Section F)			
9. Discount for prompt payment				10. Submit invoices to the Address shown in (2 copies unless otherwise specified) - N/A			
11. Ship to/Mark For N/A		Code		12. Payment will be made by		Code	
13. Reserved for future use				14. Accounting and Appropriation Data ENCUMBRANCE CODE: N/A			
15A. Item	15B. Supplies/Services			15C. Qty.	15D. Unit	15E. Unit Price	15F. Amount
	Research Management				Hours		
Total Estimated Maximum Amount of Contract							
16. Table of Contents							
(X)	Section	Description	Page	(X)	Section	Description	Page
ART I – THE SCHEDULE				PART II – CONTRACT CLAUSES			
X	A	Contract Form	1	X	I	Contract Clauses	19
X	B	Supplies or Services & Cost/Price	2	PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Services	4	X	J	List of Attachments	26
X	D	Packing and Marking	9	PART IV – REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	10		K	Representations, Certifications and Other Statements of Offerors	
X	F	Contract Term	11		L	Instructions, conditions & notices to offerors	
X	G	Contract Administration data	12		M	Evaluation factors for award	
X	H	Special Contract Requirements	17				
Contracting Officer will complete Item 17 or 18 as applicable							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return (2copies to issuing office.) Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name and Title of Signer (Type or print) Dana C. Hector, Executive Director				20A. Name of Contracting Officer Carl Brown			
19B. Name of Contractor: Howard University		19C. Date Signed 7/2/2015		20B. District of Columbia 		20C. Date Signed 7/6/15	
		(Signature of person authorized to sign)		(Signature of Contracting Officer)			

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 The District of Columbia Office of Contracting and Procurement, on behalf of **District Department of Transportation** (the “District”) awards Howard University the Research Management contract to conduct and assist with the management of its research program and research projects on a wide variety of transportation-related topics.

B.2 The District contemplates award of an Indefinite Delivery Indefinite Quantity (IDIQ) contract.

B.2.1 INDEFINITE DELIVERY- INDEFINITE QUANTITY (IDIQ) CONTRACT

This is an IDIQ contract for the supplies or services specified, and effective for the period stated.

- a) Delivery or performance shall be made only as authorized by orders issued.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by Howard University within the time specified in the order. The contract shall govern Howard University's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that Howard University shall not be required to make any deliveries under this contract after expiration of award.

B.3 PRICE SCHEDULE

Minimum Ordering Quantity – 1 hour

Maximum Ordering Quantity – 88,000 hours

B.3.1 Howard University Pricing

<i>Labor Category</i>	<i>Base Year Rate/Hr</i>	<i>Option Year 1 Rate/Hr</i>	<i>Option Year 2 Rate/Hr</i>	<i>Option Year 3 Rate/Hr</i>	<i>Option Year 4 Rate/Hr</i>	<i>Est. hr/Yr</i>	<i>Total Amount for Base</i>
Program Manager	\$125.00	\$128.75	\$132.61	\$136.59	\$140.69	1	\$663.64
Principal Investigator I	\$103.95	\$107.57	\$111.14	\$114.93	\$118.82	1	\$556.42
Principal Investigator II	\$123.00	\$127.02	\$131.39	\$135.73	\$140.44	1	\$657.58
Principal Investigator III	\$144.32	\$149.10	\$154.10	\$159.22	\$164.46	1	\$771.20
Librarian	\$34.13	\$37.62	\$38.88	\$39.99	\$41.30	1	\$191.91
Graduate Student							

Assistant (Master's) Graduate Student	\$29.84	\$30.87	\$32.04	\$33.25	\$34.49	1	\$160.50
Assistant (PhD) Undergraduate Student	\$37.02	\$38.36	\$39.73	\$41.14	\$42.73	1	\$198.98
Assistant Field/Data Collection Technicians	\$20.27	\$20.98	\$21.69	\$22.42	\$23.18	1	\$108.54
Administrative Assistant	\$23.53	\$24.29	\$25.19	\$25.87	\$26.82	1	\$125.70
Researcher	\$39.87	\$41.29	\$42.56	\$43.86	\$45.37	1	\$212.95
Senior Researcher	\$70.13	\$72.58	\$75.08	\$77.64	\$80.11	1	\$375.55
	\$92.73	\$96.03	\$99.41	\$102.89	\$106.64	1	\$497.70
Total Base and Options	\$844	\$874	\$904	\$934	\$965	12	\$4521

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

- C.1.1** The District Department of Transportation (DDOT) is seeking to position its research program as the nation's premier applied urban research program. DDOT is seeking a consortium of universities to help the agency reach this goal.
- C.1.2** Work under this contract will include research, program management, research implementation, and technology transfer activities. The intent of this contract is to have Howard University to lead ONE (1) consortium of qualified universities to address specific research issues identified by DDOT requiring expertise and/or resources not available within DDOT. Specific tasks within this contract will be issued as individual task orders.
- C.1.3** Given the range of technical and functional expertise covered by the solicitation, DDOT expects Howard University to form a consortium capable of covering all areas included in the solicitation. Howard University is expected to exercise oversight of consortium members. DDOT will approve the final team working on individual tasks under this contract.

C.2 APPLICABLE DOCUMENTS

The following documents are applicable to this contract and are hereby incorporated by reference:

Item No.	Document Type	Title	Resource
1.	Website	Research, Development and Technology Transfer (RDT) program	https://sites.google.com/a/dc.gov/ddot-research-program/home/about-research
2.	Website	State Transportation Innovation Council (STIC)	http://www.fhwa.dot.gov/everydaycounts/
3.	Website	National Summer Transportation Institute	https://www.fhwa.dot.gov/civilrights/programs/nsti.cfm
4.	Website	Procurement Practices Reform Act (PPRA)	http://ocp.dc.gov/publication/procurement-practices-reform-act-2010
5.	See Appendix B (applicable FAR clauses)	FAR Guidelines	APPENDIX B

C.3 DEFINITIONS

N/A

C.4 BACKGROUND

The Research, Development and Technology Transfer (RDT) program at DDOT seeks to facilitate and promote innovative transportation research, implementation, outreach, and technology transfer activities in order to improve the efficiency and effectiveness of DDOT's service delivery. Partnering with the university research community is an essential component of accomplishing this mission.

- C.4.1** The RDT program convenes and guides a structured approach to research, provides research material, and manages research projects. The program supports all seven administrations at DDOT and the full range of work DDOT does: policy, planning, design, construction, operations, management, public space permitting, transit operations and oversight, urban forestry, and agency management. The RDT program is primarily supported by federal State Planning & Research funds and other federal and local funds.
- C.4.2** The RDT program is a unique transportation research program. DDOT has characteristics of a both a state and municipal DOT, which positions the agency uniquely for being a leader and innovator in applied urban transportation research. It is the only municipal DOT that has a dedicated Federal source of funding for research.
- C.4.3** The RDT program is primarily supported by federal State Planning & Research funds and other federal and local funds. The program's primary activities include:
 - C.4.3.1** Conducting, coordinating and supporting in-depth research projects. RDT funds several research projects each year, based on research ideas submitted by agency staff. The research is conducted by university researchers or consultants with agency oversight. Examples of recent projects can be found in Appendix A. There are also periodic "quick response projects" that are requests from senior management needing immediate attention.
 - C.4.3.2** Leveraging and coordinating with cooperative research programs (Pooled Fund, National Cooperative Highway Research Program, Strategic Highway Research Program 2). DDOT contributes to programs that pool resources from multiple public agencies to conduct research of common interest.
 - C.4.3.3** Conducting market scans and literature reviews. Market scans and literature reviews capture the state of the practice or prior research on a topic. These are generally conducted at the request of a DDOT staff member and at the start of a new research project.
 - C.4.3.4** Managing the research intern program, which brings in students to work on substantive research projects at DDOT, overseen by DDOT staff.
 - C.4.3.5** Operating the DDOT library and related services. The library houses resources for the entire agency.
 - C.4.3.6** Disseminating research findings, to both promote DDOT research externally and distribute external research internally.

C.4.3.7 Facilitating the implementation of research results. The RDT program supports the implementation of research results, both for projects conducted at DDOT and relevant projects conducted nationally.

C.4.3.8 Liaising with outside research and transportation groups, such as the Transportation Research Board (TRB) and the American Association of State Highway and Transportation Officials (AASHTO).

C.5 REQUIREMENTS

C.5.1 Research Program Management - Program management for transportation research, development, and technology transfer encompasses:

C.5.1.1 General Program Support

C.5.1.1.1 Howard University shall dedicate staff resources to ensure responsiveness to requests.

C.5.1.1.2 Howard University shall assist with staffing, project management, and strategic planning in support of the DDOT library.

C.5.1.1.3 Howard University shall provide support to DDOT at meetings, as needed. The RDT program periodically hosts research events, such as its peer exchange in 2013. The university consortium may be asked to help coordinate events in terms of facilities, travel, food, note taking, and similar work.

C.5.1.1.4 Coordinate external peer reviews for all research projects. All research projects are expected to be reviewed by a panel of outside experts to ensure quality and relevancy of the final product. The university consortium will identify appropriate reviewers and manage the review process.

C.5.1.2 Research project pipeline

C.5.1.2.1 Assist DDOT staff in suggesting and developing research ideas from needs or ideas into problem statements and research project scopes of work. This may include interviewing agency stakeholders and conducting preliminary literature reviews to fully develop an idea and define the need. Once a project is selected for funding, assistance may be requested in developing the scope of work. This includes supporting DDOT's Research Advisory Committee during project selection and the Research Subcommittee quarterly. These two bodies provide agency oversight and input into the research process.

C.5.1.2.2 Managing and/or conducting market scan, literature review, and "quick response projects" as they arise. These requests often need to be completed in a short timeframe. Deliverables produced from this effort need to be of high quality that can be shared readily with a broad group of internal and stakeholders such as the Office of the Director, the Chief Engineer, Executive Office of the Mayor, Councilmembers, etc.

C.5.1.2.3 Management and oversight of research projects conducted by members of the consortium.

C.5.1.3 Student programs

C.5.1.3.1 Managing the research internship program, including recruitment, hiring, and addressing any personnel issues. The RDT staff identifies intern projects internally and provides oversight for the students while at DDOT. The university consortium is responsible for the personnel management associated with this program: recruiting and matching students to projects, paying their stipends (they are not hired by DDOT), and addressing any human resources issues that arise.

C.5.1.3.2 Howard University shall conduct the annual Summer Transportation Institute (STI). STI introduces middle and high school students to careers in transportation. The program in DC is jointly funded by DDOT and FHWA and is typically a 4-week program for middle school or younger high school students. The host university is expected to provide the facilities, curriculum, and program administration, from application to FHWA through close-out reporting.

C.5.1.4 Research implementation activities

C.5.1.4.1 Supporting ongoing agency research implementation efforts, both assisting with individual project implementation and ongoing scanning efforts to identify national research that may be applicable at DDOT. Identifying relevant national research is an ongoing process with which the university consortium will be expected to assist.

C.5.1.4.2 Proactively suggesting best practices from other jurisdictions or agencies that could be implemented at DDOT.

C.5.1.4.3 Howard University shall serve as an active member of the State Transportation Innovation Council (STIC). The STIC is a part of the federal Every Day Counts initiative and brings together the key players from DDOT, the private sector, and FHWA to identify innovations that can help DDOT and then to deploy those innovations within the agency.

C.5.2 **Conduct of Applied Research**

C.5.2.1 Conduct research projects in 10 topic areas. Note that the work in each topic area will reflect the urban, multimodal context of the District, even though those terms are not specifically called out in each topic area. See attachment A for a crosswalk of these topics with known critical agency needs and with recent and upcoming research projects included for reference. A key outcome from the RDT strategic plan development was the identification of critical agency needs to help direct the research program's needs.

C.5.2.2 Policy and Planning: Howard University shall establish broad strategic goals to guide multimodal program development, the policies necessary to implement such goals, modal planning (bicycle, pedestrian, transit), long-range planning, and sub-area plans.

C.5.2.3 Design: includes preliminary engineering and design-related services. Value engineering, 3D models and alternative technical concepts are all topics of interest currently.

C.5.2.4 Construction: tools, techniques, and processes around construction and construction management. Recent topics include geosynthetic reinforced soil integrated bridge system and trenchless undergrounding.

- C.5.2.5** Materials: testing and quality control for materials used in construction, particularly newer materials and processes like pervious pavements and cold-in-place recycling of asphalt.
- C.5.2.6** Transportation Systems Operations and Management and Intelligent Transportation Systems (ITS): operations of the transportation system, including areas like curbside management as well as ITS and signals, with research in areas such as simulation, modeling, and parking.
- C.5.2.7** Technology and Data: encompasses enterprise data management, geographic information systems (GIS), and new technologies that can impact other topics areas (e.g. new data collection techniques).
- C.5.2.8** Business Processes: the means by which work is managed at the agency and might address contracting, streamlining of workflows or introducing new technologies.
- C.5.2.9** Asset Management: covers all agency assets, from roadways and bridges to streetlights, parking meters, and traffic signals.
- C.5.2.10** Urban Forestry/Environmental: National Environmental Protection Act (NEPA) activities, tree health, and stormwater are all areas of interest in this topic.
- C.5.2.11** Economics and Financing: innovative project delivery methods like public-private partnerships, contracting models, and tools such as congestion pricing.

SECTION D: PACKAGING AND MARKING

D.1 The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

- E.2** Performance monitoring will be conducted by the Contract Administrator. The CA will not become involved in Howard University's staffing or individual work activities.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) base period (4) option year periods from date of award specified on the cover page of this contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to Howard University before the expiration of the contract; provided that the District will give Howard University preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. Howard University may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option periods shall be as specified in Section B of the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 DELIVERABLES

Howard University shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
0001 C.5.1	Monthly progress report describing the status of and work completed for each task under this contract, along with hours completed per task		Electronic submission	10 th of the following month
0002 C.5.1	Quarterly progress report on work under this contract for inclusion in RDT's quarterly progress report to FHWA		Electronic submission	10 th day after the end of each quarter
0003	Deliverables as defined for		As defined in task	As defined in task

C.5.1, C.5.2,	each task as issued		when issued	when issued
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SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to Howard University, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay Howard University on or before the 30th day after receiving a proper invoice from Howard University.

G.2 INVOICE SUBMITTAL

- G.2.1** Howard University shall submit proper invoices on a monthly basis. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the CA specified in Section G.8 below. The address of the CFO is:

Office of the Associate Chief Financial Officer
Office of the Controller/Agency CFO
2000 14th Street, NW, 6th Floor
Washington, DC 20009

- G.2.2** To constitute a proper invoice, Howard University shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 PAYMENT

G.3.1 Payment should be based upon Section B (Price Schedules) and Section F (Deliverables).

G.4 ASSIGNMENT OF CONTRACT PAYMENTS

G.4.1 In accordance with 27 DCMR 3250, Howard University may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

G.4.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.4.3 Notwithstanding an assignment of contract payments, Howard University, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee).”

G.5 THE QUICK PAYMENT CLAUSE

G.5.1 Interest Penalties to Contractors

G.5.1.1 The District will pay interest penalties on amounts due to Howard University under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.5.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.5.2 Payments to Subcontractors

G.5.2.1 Howard University must take one of the following actions within seven (7) days of receipt of any amount paid to Howard University by the District for work performed by any subcontractor under this contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of Howard University's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.5.2.2 Howard University must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.5.2.3 Any amount of an interest penalty which remains unpaid by Howard University at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.5.2.4 A dispute between Howard University and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.5.3 Subcontract requirements

G.5.3.1 Howard University shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.6 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Carl Brown
Contracting Officer
Office of Contracting and Procurement
55 M Street S.E., 7th Floor
Washington, DC 20003
202-671-2278

Carl.brown@dc.gov

G.7 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.7.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.7.2** Howard University shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.7.3** In the event Howard University effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.8 CONTRACT ADMINSTRATOR (CA)

- G.8.1** The CA is responsible for general administration of the contract and advising the CO as to Howard University's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
 - G.8.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
 - G.8.1.2** Coordinating site entry for Contractor personnel, if applicable;
 - G.8.1.3** Reviewing invoices for completed work and recommending approval by the CO if Howard University's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
 - G.8.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
 - G.8.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

- G.8.2** The address and telephone number of the CA is:

Soumya S. Dey
Deputy Associate Director
55 M Street S.E.
Washington, DC 20003
Phone: (202) 671-1369
soumya.dey@dc.gov

- G.8.3** The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by Howard University;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

G.8.4 Howard University will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

Howard University shall be bound by the Wage Determination No. WD 05-2103 (Rev.-15), dated 12/30/2014, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. Howard University shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, Howard University shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and Howard University may be entitled to an equitable adjustment.

H.2 PUBLICITY

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

H.3 FREEDOM OF INFORMATION ACT

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

H.4 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, Howard University and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

H.5 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

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

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

Howard University shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

I.5.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable

to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. Howard University hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. Howard University agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. Howard University agrees not to assert any rights in common law or in equity in such data. Howard University shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless
- (i) the data is marked by Howard University with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____ with (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. Howard University may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of Howard University to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, Howard University hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by Howard University, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the CO is obtained, Howard University shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by Howard University without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, Howard University shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or Howard University's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, Howard University shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if Howard University, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11 Howard University shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to Howard University by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by Howard University at the time of delivery of such work.

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

Howard University hereunder shall not subcontract any of Howard University's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by Howard University. Any such subcontract shall specify that Howard University and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, Howard University shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

- A. **GENERAL REQUIREMENTS.** Howard University shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. Howard University shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. Howard University shall require all of its subcontractors to carry the same insurance required herein. Howard University shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. Howard University shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.
1. Commercial General Liability Insurance. Howard University shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. Howard

University shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. Automobile Liability Insurance. Howard University shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. Howard University shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. Howard University shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

- B. **DURATION.** Howard University shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT HOWARD UNIVERSITY'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. Howard University shall include all of the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION.** Howard University shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. **CERTIFICATES OF INSURANCE.** Howard University shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Carl Brown
Contracting Officer
Office of Contracting and Procurement
55 M Street S.E., 7th Floor
Washington, DC 20003
202-671-2278
Carl.brown@dc.gov

H. **DISCLOSURE OF INFORMATION.** Howard University agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by Howard University, its agents, employees, servants or subcontractors in the performance of this contract.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

The contract awarded as a result of this RFP will contain the following clause:

ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.12 GOVERNING LAW

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

SECTION J: ATTACHMENTS

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination 2005-2103, Revision 15, Dated 12/30/2014 http://www.wdol.gov/sca.aspx
J.3	Way to Work Amendment Act of 2006 - Living Wage Notice http://app.ocp.dc.gov/pdf/DCGD-2008-R-0033_Att1.pdf
J.4	Appendix A – General Provisions (Federally Funded Agreements)
J.5	Appendix B - FAR Clauses
J.6	Appendix C - Crosswalk of Topic Areas with Critical Agency Needs and Recent and Upcoming Research Projects

APPENDIX A

General Provisions (Federally Funded Agreements)

GENERAL PROVISIONS

(Federally Funded Agreements)

February 19, 1981

REVISED 3/2/2001

ATTACHMENT B

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General

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GENERAL PROVISIONS

1. DEFINITIONS:

The terms "Mayor" and "Contract Appeals Board" shall mean the Mayor of the District of Columbia and the Contract Appeals Board of the District of Columbia. The term "Contracting Officer" shall mean the contracting Officer of the District of Columbia District Department of Transportation or his Authorized Representative. The term "DC DDOT" shall mean the District of Columbia District Department of Transportation. The term "U.S. DOT" shall mean the United States Department of Transportation. The term "FHWA" shall mean the Federal Highway Administration of the U.S. DOT. The term "Consultant" shall mean, the Consultant, an individual, association, joint venture, corporation or any other like term, and its heirs, its executors and its administrators or successors.

2. PROPRIETARY RIGHTS:

A. PATENT RIGHTS: The parties to this Agreement agree that all rights accruing from discoveries or inventions resulting from work described herein shall be the sole property of the Consultant. The Consultant agrees and hereby grants to the District, all state highway departments and the United States an irrevocable, non-exclusive, non-transferable and royalty-free license to practice each invention in the manufacture, use and disposition of any article, material or method that may be developed as a part of the work under this Agreement.

B. COPYRIGHTS: Copyrights resulting from work described herein shall be the sole property of the Consultant. The Consultant agrees and does hereby grant to the District, all state highway departments and United States a royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use and to authorize others to use the work for Government purposes.

3. PATENTS AND COPYRIGHT INFRINGEMENT:

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

4. CHANGES:

The Contracting Officer may, at any time by a written order and without notice to the sureties, make changes in the work and services to be performed under this Agreement and within the general scope thereof. If such changes cause an increase or decrease in the cost of performing the work and services under this Agreement or in the time required for its performance, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. Any claim under this Provision must be made in writing to the Contracting Officer within ten (10) consecutive calendar days from the date the change is ordered. Provided, however, the Contracting Officer, if he determines that the facts justify such action, may receive, consider and adjust any such claim made at any time prior to the date of final settlement of this Agreement. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Provision 14 hereof. Nothing provided in this

Provision shall excuse the Consultant from proceeding with the prosecution of the work so changed.

5. INDEMNIFICATION AGREEMENT:

The District shall have an absolute right of indemnity against any and all claims or liability arising from or based on, or as a consequence or result of, any negligent act, error, omission or fault of the Consultant, its employees, or its subconsultants, in the performance of, or in connection with any services required, contemplated or performed under the contract; any and all claims or liability arising from or based on, or as a consequence or result of, any act of approval, inspection, supervision, or acceptance, or any failure to approve, inspect, supervise, or accept, by the District and any of its officers, agents, servants and employees, where such act or failure to act causes or contributes to any negligent act, error, omission or fault of the Consultant, its employees, or its subconsultants, in the performance of, or in connection with any services required, contemplated or performed under the contract. Monies due or to become due the Consultant under this contract, may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Consultant.

6. APPOINTMENT OF ATTORNEY:

A. The Consultant shall designate and appoint a person, located within the District, whether the Consultant himself, an individual, a partnership or corporation or member thereof, an attorney, attorney-in-fact, agent, or representative, who shall receive service of all notices and process issued by any court or agency of the District and all pleadings or other papers related to any legal action or proceedings arising out of, or pertaining to, this Agreement or the work required by, or performed hereunder.

B. The Consultant expressly agrees that the validity of any service upon the person or entity designated pursuant to Section 1 hereof shall not be affected either by the fact that the said Consultant was personally within the District and otherwise subject to personal service at the time of such service upon the designated person or entity or by the fact that the Consultant failed to receive a copy of such process, notice, pleading or other paper so served upon the designated person or entity.

C. The Consultant shall immediately inform the Contracting Officer in writing of any change in the designation required by Section 1 hereof, whether such change is in the designee, the address or telephone numbers.

7. EMPLOYMENT OF DISTRICT EMPLOYEES:

The Consultant shall not, without written permission from the Contracting Officer, engage the services of any person or persons in the employment of the District for any work required by the terms of this Agreement for the period of this Agreement.

8. POST-GOVERNMENT EMPLOYMENT CONFLICT OF INTEREST:

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

1. Shall knowingly represent the Consultant before any Government agency through personal appearance or communication in connection with a matter involving specific parties to

this Agreement where the former Government employee participated personally and substantially in the matter while in Government employ.

2. Shall, within two (2) years after terminating Government employment, knowingly represent the Consultant before any Government agency through personal appearance or communication in connection with a matter involving specific parties to this Agreement, where the matter was pending under the official responsibility of the former employee within one (1) year prior to termination of Government service.

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

1. Shall, within two (2) years after terminating Government 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 Government agency in connection with a matter involving specific parties, where the former employee participated personally and substantially in that matter while in Government employ.

2. Shall, within one (1) year after terminating Government 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 (1) his or her former Department or agency or any of its officers or employees, or (2) in connection with any particular Government matter, whether or not involving a specific party, which is pending before such Department or agency or in which it has a direct and substantial interest.

9. LAWS TO BE OBSERVED:

The Consultant at all times shall observe and comply with all laws, regulations, orders and decrees of the United States and of the District, and shall indemnify and save harmless the District and all of its officers, agents and servants against any and all claims or liability arising from or based on the violation of any such law, regulation, order or decree, whether by the Consultant or any employee or agent of the Consultant associated with him, including any person, firm or corporation having the status of an independent contractor engaged by the Consultant in the performance of, or in connection with the work required by this Agreement.

10. WAIVER:

No action or non-action of the District shall be construed as a waiver of any provision or any breach of this Agreement unless the same has been expressly declared and recognized as a waiver by the Contracting Officer in writing. No waiver so declared and recognized as such in writing by the Contracting Officer shall operate as a waiver of any other provision of subsequent breaches of the same or other provisions of this Agreement.

11. PERFORMANCE BY THE CONSULTANT:

Except as otherwise expressly provided In this Agreement, none of the work or services required by this Agreement to be performed by the Consultant shall be performed by anyone other than Consultant or regular salaried employees of the Consultant, including subconsultants, without express written consent of the Contracting officer, and any violation of this Provision shall entitle the Contracting Officer to reduce the compensation otherwise payable to the Consultant whether or not the Contracting Officer terminates this Agreement or any part hereof for violation of this Provision or for any other reason.

12. TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT:

The District reserves the right to terminate this contract in whole or In part, for the convenience of the Government in accordance with the provisions of Chapter 37 of the D.C. Procurement Regulations, Title 27 DCMR (July, 1988).

13. AUTHORITY OF THE CONTRACTING OFFICER:

The Contracting Officer represents that he or she has the authority to take any action provided for herein on behalf of the District, including approval, certification, acceptance and changes within the scope of the work.

14. DISPUTES:

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

B. Claims by a Contractor against the District.

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

(a) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The contractor's claim shall contain at least the following:

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

(2) Any data or other information in support of the claim;

(3) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and

(4) The Contractor's request for relief or other action by the contracting officer.

(b) (The Contracting Officer may meet with the contractor in a further attempt to resolve the claim by agreement.

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

(d) For any claim over \$50,000, the Contracting Officer shall issue a decision within ninety (90) calendar days of receipt of the claim. Whenever possible, the Contracting Officer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

(e) The Contracting Officer's written decision shall do the following:

- (1) Provide a description of the claim or dispute;
- (2) Refer to the pertinent contract terms;
- (3) State the factual areas of agreement and disagreement;
- (4) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- (5) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (6) Indicate that the written document is the contracting officer's final decision; and
- (7) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(d) (f) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.

(e) (g) (1) District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.

If a Contract

(2) Liability under this paragraph (f) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

(f) (h) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Official Code § 2-309.04.

(g) (i)

Pending fina

C. Claims by the District against a Contractor

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

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he Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:

(a) Provide a description of the claim or dispute;

- (b) Refer to the pertinent contract terms;
 - (c) State the factual areas of agreement and disagreement;
 - (d) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (e) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (f) Indicate that the written document is the Contracting Officer's final decision; and
 - (g) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The decision shall be supported by reasons and shall inform the Contractor of his or her rights as provided herein.
- (i)
 - 4) The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
- (5) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (j) (c) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the District as authorized by D.C. Official Code §2-309.04.
 - (k) (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

15. OFFICIALS NOT TO BENEFIT:

No Member or no Delegate to Congress nor Resident Commissioner nor officer nor employee of the District shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom, and any contract entered into by any Contracting Officer in which he or any officer or employee of the District shall be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this Provision shall not be construed to extend to the Agreement if made with a corporation for its general benefit.

16. COVENANT AGAINST CONTINGENT FEES:

The Consultant warrants that he has not employed any person to solicit or secure this Agreement upon any agreement for a bonus, commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Contracting Officer the right to terminate this Agreement, or, in his discretion, to deduct from the Agreement price or consideration the amount of such bonus, commission, percentage, brokerage or contingent fees. This warranty shall not apply to commissions payable by the Consultant upon contract or sales secured or

made through bonafide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

17. CONSULTANT'S WARRANTY AGAINST DEBARMENT:

The Consultant, in compliance with Section 29.510 of the debarment regulation (49 CFR 29), shall certify at the time of the bid opening that he/she or anyone associated therewith in any capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds) is not suspended, debarred or voluntarily excluded from or otherwise determined ineligible to receive award of or performance on D.C. or Federally-funded projects.

If at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, he/she shall provide immediate written notification to the Contracting Officer.

Furthermore, the Consultant agrees that he/she shall not knowingly subcontract any company or person which/who is debarred, suspended, declared ineligible or voluntarily excluded from participation on D.C. or Federally-funded projects.

The Consultant, when subcontracting, or when soliciting for subcontractors, further agrees to certification regarding debarment, and to include the clause titled 'Certification Regarding Debarment, Suspensions, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction' without modification in all lower tier covered transactions.

Finally, this General Provision serves to apprise the Consultant that if he/she knowingly subcontracts with a company or person which/who is suspended, debarred, ineligible or voluntarily excluded from participation on D.C. or federally-funded projects, in addition to other remedies available to the District of Columbia and Federal Government, the contracting Officer may terminate the contract for Cause of Default.

The foregoing requirements apply as well to their full extent to suppliers, vendors, materialmen, et al. The Consultant shall comply with this General Provision by submitting with his/her Agreement a completed and notarized Certification."

18. NON-ASSIGNABILITY, DEATH OR DISABILITY:

This Agreement is for the services of the Consultant and is not assignable by him. Where the services of a partnership are engaged as Consultants, each partner shall be held fully responsible for, and shall actively participate in all work provided for herein from date of execution of this Agreement until the services have been completed and accepted by the District; provided, however, that the death, incapacitation or retirement of one or more of the partners shall not, of itself, be deemed to incapacitate the other or remaining partner,, provided the remaining partners are, in the judgment of the Contracting Officer, able and competent to carry out the terms of this Agreement, in which latter event no reduction shall be made in the compensation on account of such death, incapacitation or retirement. In the event one or more of the remaining partners is determined by the District to not be competent to carry out the terms of this Agreement, the District may reduce compensation in proportion to the number of partners thus deemed not competent to complete the Agreement.

19. DOCUMENTATION:

The Consultant shall, where appropriate, document the results of his work to the satisfaction of the District and the FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of agreement objectives.

20. SUBCONTRACTS.

The Consultant shall be required to perform all work not subcontracted under General Provision 27, Section D (Goal for DBE Participation) except specialized services or other tasks specifically exempted in this Agreement, provided, however, that governmental recipients of 23 U.S.C. 104(f) or 402 funds may subcontract as necessary to accomplish approved work program activities.

All subcontracts exceeding \$10,000 in cost shall incorporate all required provisions of these General Provisions by reference thereto.

21. COST PRINCIPLES:

Cost principles contained in 41 CFR 1-15 (Federal Procurement Regulations) and Subpart 1-15.2, as modified by subpart 1-15.102, apply to this Agreement.

22. AUDIT INSPECTION AND RETENTION OF RECORDS:

The Consultant shall permit the authorized representatives of the District, the U.S. DOT and the Comptroller General of the United States to inspect and audit all data and records of the Consultant relating to performance or transactions under the Agreement until the expiration of three (3) years after final payment.

The Consultant further agrees that the District, the U.S. DOT and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subconsultant.

With respect to records which relate to (1) appeals under the "Disputes" clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, the periods of access and examination described above shall continue until such appeals, litigation, claims or exceptions have been finally resolved.

23. CLEAN AIR AND WATER:

The standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), prohibiting the use of facilities Included on the EPA List of Violating Facilities under non-exempt Federal contracts, grants or loans, are applicable to this contract and to each subcontract hereunder, where such amounts are in excess of \$100,000.

The Consultant shall report any notices of violation to the Contracting Officer and to the U.S. EPA Assistant Administrator for Enforcement. (EN-329).

24. EQUAL OPPORTUNITY OBLIGATION:

During the performance of this Agreement, the Consultant shall comply with, Mayor's Order 85-85 dated June 10, 1985 and implementing guidelines published as Chapter 11 in DISTRICT OF COLUMBIA REGISTER, dated August 15, 1986.

25. NON-DISCRIMINATION REQUIREMENTS:

During the performance of this Agreement, the Consultant agrees as follows:

A. Compliance with Regulations. The Consultant shall comply with the regulations of the U.S. DOT relative to non-discrimination in federally-assisted programs of the U.S. DOT (49 CFR Part 21 appendix H and 23 CFR 710.405(b), hereinafter referred to as "the Regulations"), which are incorporated by reference and made part of this Agreement.

B. Non-Discrimination. The Consultant, in fulfilling the provisions and requirements of this Agreement, after execution thereof and prior to completion of its terms and conditions by the said Consultant, shall not discriminate on the grounds of race, color, religion, age, sex or national origin in the selection and retention of contractors and subcontractors, including procurements of materials and leases of equipment, The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the Consultant for work under this Agreement to be performed under a contract and/or a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of his obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color, religion, age, sex or national origin.

D. Information and Reports. The Consultant shall provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the District or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the District or the FHWA, as appropriate, and shall set forth what efforts he has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the non-discrimination provisions of this Agreement, the District shall impose such sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Consultant under this Agreement until the Consultant complies; and/or
2. Cancellation, termination or suspension of this Agreement in whole or in part.

F. Incorporation of Provisions. The Consultant shall include the provisions of sections (1) through (6) in every contract and subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations or orders and instructions issued pursuant thereto. The Consultant shall take such action with respect to any contract and subcontract or

procurement as the District or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the consultant becomes involved in, or is threatened with, litigation with a contractor or subcontractor or supplier as a result of such direction, the Consultant shall notify the District of the litigation in writing. The Consultant may request the District to enter into such litigation to protect the interests of the District, and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

26. **EQUAL EMPLOYMENT OPPORTUNITY .RESPONSIBILITIES:**

A. General: The requirements of Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60) shall apply to the Consultant and to each subcontract hereunder, where such amounts are in excess of \$10,000. The requirements set forth herein supplement these orders.

B. Equal Employment Opportunity Policy: The Consultant shall accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons and to promote the full realization of equal employment opportunity through a positive continuing program:

"It is the policy of this Consultant to assure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, age, sex or national origin. Such action shall include: employment, upgrading, demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship and/or on-the-job training."

C. Equal Employment Opportunity Officer: The Consultant shall designate and make known to the Contracting Officer an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who shall be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who shall be assigned adequate authority and responsibility to do so.

D. Dissemination of Policy: All members of the Consultant's staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, or who are substantially involved in such action shall be made fully cognizant of, and shall implement the Consultant's equal employment opportunity policy and contractual responsibilities. To ensure that the above Agreement will be met, the following actions shall be taken as a minimum:

1. Periodic meetings of supervisory and personnel office employees shall be conducted before the start of work and then not less often than once every six (6) months, at which time the Consultant's equal employment opportunity policy and its implementation shall be reviewed and explained. The meeting shall be conducted by the EEO Officer or other knowledgeable company official.

2. All new supervisory or personnel office employees shall be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Consultant's equal employment opportunity obligations within thirty (30) days following their reporting for duty with the Consultant.

3. The EEO Officer or knowledgeable company official shall instruct all employees engaged in the direct recruitment of employees for the project relative to the methods following by the Consultant in locating and hiring minority group employees.

In order to make the Consultant's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., employment agencies, labor unions (where applicable), schools, college placement officers, etc., the Consultant shall take the following actions:

a. Notices and posters setting forth the Consultant's equal employment opportunity policy shall be placed in areas readily accessible to employees, applicants for employment and potential employees.

b. The Consultant's equal employment opportunity policy and the procedures to implement such policy shall be brought to the attention of employees by means of meetings, employee handbooks or other appropriate means.

E. Recruitment: When advertising for employees, the Consultant shall include in all advertisements for employees the notation: "An Equal Opportunity Employer". He shall insert all such advertisements in newspapers or other publications having a large circulation among minority groups in the area from which the project workforce would normally be derived.

The Consultant shall, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, state employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Consultant shall, through his EEO Officer, identify sources of potential minority group employees and establish with such identified sources procedures whereby minority group applicants may be referred to the Consultant for employment consideration.

The Consultant shall encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants shall be discussed with employees.

F. Personnel Actions: Wages, working conditions and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff and termination, shall be taken without regard to race, religion, color, age, sex or national origin. The following shall be followed:

1. The Consultant shall periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

2. The Consultant shall periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Consultant shall promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective actions shall include all affected persons.

3. The Consultant shall investigate all complaints of alleged discrimination made to the Consultant in connection with his obligations under this Agreement, shall attempt to resolve such complaints and shall take corrective action. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Consultant shall inform every complainant of all the complainant's avenues of appeals.

G. Training and Promotion: The Consultant shall assist in locating, qualifying and increasing the skills of minority group employees and applicants for employment. Consistent with his manpower requirements and as permissible under Federal and District regulations, the Consultant shall make full use of training programs, i.e., preapprenticeship, apprenticeship and/or on-the-job training programs for the Consultant's geographical area. The Consultant shall advise employees and applicants for employment of available training programs and entrance requirements for each. The Consultant shall periodically review the training and

promotion potential of minority group employees and shall encourage eligible employees. to apply for such training and promotion.

H. Unions: If the Consultant relies in whole or in part upon unions as a source of his workforce, he shall use his best efforts to obtain the cooperation of such unions to increase minority group opportunities within the unions, and to effect referrals by such unions of minority group employees. Actions by the Consultant shall include the procedures set forth below:

1. Use his best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members for membership in the unions and increasing the skills of minority group employees so that they may qualify for higher paying employment.

2. Use his best efforts to incorporate an equal employment opportunity clause into all union agreements to the ends that such unions will be contractually bound to refer applicants without regard for race, religion, color, age, sex or national origin.

3. In the event a union is unable to refer applicants as required by the Consultant within the time limit set forth in the union agreement, the Consultant shall, through his recruitment procedures, fill the employment vacancies without regard to race, religion, color, age, sex or national origin, making full efforts to obtain qualified minority group persons.

I. Records and Reports: The Consultant shall keep records as necessary to determine compliance with the Consultant's equal employment opportunity obligations. The records shall be designed to indicate:

1. The number of minority and non-minority group members employed in each work classification on the project.

2. The progress and efforts being made in cooperation with unions to increase minority group employment opportunities (applicable only to consultants who rely in whole or in part on unions as a source of their workforce).

3. The progress and efforts being made in locating, hiring, training, qualifying and upgrading minority group employees.

Such records shall be retained for a period of three (3) years following completion of work under this Agreement and shall be available at reasonable times and places for inspection by authorized representatives of the DC DDOT and the FHWA. The Consultant shall submit a monthly report to DC DDOT for the first three (3) months after work under this Agreement begins, and thereafter upon request, for the duration of the project, indicating the number of minority and non-minority group employees currently engaged in each work classification required by this Agreement.

27. DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

A. Policy - It is the policy of the U.S. Department of Transportation that DBEs, as defined in 49 CFR Part 26 shall have the equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements contained in the above cited regulation are applicable on this contract and shall be complied with by all consultants.

B. DBE Obligation- The prime consultant agrees to ensure that DBEs, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of subcontracts on this federally-funded contract and that he/she shall not discriminate on

the basis of race, color, national origin, age, sex or handicap in the prosecution of this contract

All offerors are required to submit a written certification that they have read, understand and will comply with these requirements.

C. Definitions - The following definitions apply to this contract:

1. "Disadvantaged business" means a small business concern, (a) which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
2. "Small business concern" means a small business as defined pursuant to Section (3) of the Small Business Act, as amended, including all applicable and relevant rules and regulations promulgated pursuant thereto.
3. "Socially and economically disadvantaged individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are:
 - a. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
 - b. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - c. "Native Americans", which includes persons who are American Indian, Eskimos, Aleuts, or Native Hawaiians;
 - d. "Asian-Pacific Americans" which includes persons whose origins are from Japan, China Taiwan, Korea, Vietnam, Laos, Cambodia, Burma, Thailand, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
 - e. "Asian-Indian Americans", which includes persons who origins are from India, Pakistan and Bangladesh
 - f. Women (of all races); and
 - g. "Any other minorities or individuals found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) and 8(d) of the Small Business Act, as amended, (15 U.S.C. 637(a)).

The Contracting Officer shall make a rebuttable prerogative that individuals in the above groups are socially and economically disadvantaged. This prerogative shall be based on criteria set forth in 49 CFR Part 26. The Contracting Officer also may determine, on a case-by-case basis, that individuals who are not members of one of the above groups are socially and economically disadvantaged.

D. Goal

The District Department of Transportation has established a Disadvantaged Business Enterprise goal of 37.2% for Fiscal Year 2006.

Specific information from your firm, for all firms (both DBE and non-DBE) from which quotations were received or discussions were held in conjunction with task orders issued under this contract is required. Please provide the information requested with regard to potential DBE and non-DBE firms as requested in the DBE/Subcontractor (DBE and non-DBE) certification form which should be made a part of your task order packages.

A complete DBE plan containing a list of the DBE firms to be used on task orders issued under this contract will be submitted with the task order package. This list should contain the name and address of each DBE firm, amount of award and area of work to be performed.

Furthermore, offerors are advised that they will be required to provide proof of actual payment to DBE firms utilized on this project by providing cancelled checks for each payment made.

Offerors are advised that each proposed DBE participant must have had a valid certification at the time of proposal submission.

E. Good Faith Efforts (If Contract Goals are Found Necessary)

On any project on which contract goals have been established, all offerors who submit proposals shall document steps taken to obtain DBE participation, including, but not limited to, the following listed efforts as well as any others from 49 CFR Part 26, Appendix A - Guidance Concerning Good Faith Efforts and shall make this documentation and other pertinent records available to the Contracting Officer and his representative.

- a. Publishing of advertisements in area newspapers, various trade association publications and minority-oriented publications for at least fifteen (15) days.
- b. Written notification to a reasonable number of specific DBEs soliciting their interest in sufficient time to allow them to respond
- c. Follow-up to determine which DBEs were genuinely interested
- d. Negotiations with DBEs for specific sub bids, including at a minimum:
 - i. The names, addresses and telephone numbers of DBEs with whom negotiations occurred.
 - ii. A description of information provided to solicited DBEs describing plans and specifications for various portions of the project proposed for DBE participation and opportunities provided to the DBE firms for entering into consulting

- iii. agreements. This statement also shall explain what efforts were made to assist firms contacted to obtain necessary technical and financial assistance.
- iv. A statement explaining the lack of additional DBE subconsulting agreements. This statement shall explain the reasons for the DBE exclusions.

This documentation must be made available, upon request, to DDOT, Construction Contract Branch, 2000 - 14th Street, N.W., 6th Floor, Washington, DC 20009.

DBE Directory

Information pertaining to lists of certified DBEs may be obtained by contacting:

DC District Department of Transportation
Office of Contracting and Procurement
Civil Rights Division
2000 14th St. NW 6th Floor
Washington, DC 20009
202/671-2270

28. TAXES:

The Government of the District of Columbia is exempt from, and will not pay, Federal Excise Taxes and DC Sales and Use Tax. BIDDERS MUST EXCLUDE SUCH TAXES, AS WELL AS STATE AND CITY TAXES FROM THEIR BIDS.

29. DEFAULT:

A. The District may, subject to the provisions in Chapter 37 of the D. C. Procurement Regulations, 27 DCMR (July 1988), and paragraph C. below, by written notice of default to the Consultant, terminate the whole or any part of this contract in any of the following circumstances:

1. If the Consultant fails to make satisfactory delivery of the supplies or to satisfactorily perform the services within the time specified herein or any extension thereof; or
2. If the Consultant fails to satisfactorily perform any of the other provisions of this contract, or so fails to make satisfactory progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
3. If the consultant fails or refuses to go forward with the work in accordance with the directions of the Contracting Officer; or
4. If the Consultant expresses through word or conduct an intention not to complete the work in a timely manner; or
5. If the Consultant fails to perform any of the other provisions of the contract.

B. In the event the District terminates this contract in whole or in part as provided in paragraph A. of this clause, the District may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated, and the Consultant shall be liable to the District for any excess costs of reprocurring

said similar supplies or services, provided the Consultant shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

C. The Consultant shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the District or Federal Government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

D. If this contract is terminated as provided in paragraph A. of this clause, the District, in addition to any other rights provided by applicable law or regulation, may require the Consultant to transfer title and deliver to the District, in the manner and to the extent directed by the Contracting Officer, (1) completed supplies and (2) such partially completed supplies and materials, parts, tools, dies, jig,, fixtures, plans, drawings information and contract rights (hereinafter called "manufacturing materials") as the Consultant has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Consultant shall, upon direction of the Contracting Officer, protect and preserve property in the possession of the Consultant in which the District has an interest. Payment for completed supplies delivered to and accepted by the District shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the District and for the protection and preservation of property shall be in an amount agreed upon by the Consultant and Contracting Officer; failure to agree to such amount shall be a dispute concerning within the meaning Of the clause of this contract entitled "DISPUTES". The District may withhold from amounts otherwise due the Consultant for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

E. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Consultant was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the contract had been terminated for the convenience of the District. The Consultant shall submit a settlement proposal in accordance with Chapter 37 of the D. C. Procurement Regulations, 27 DCMR (July 1988). Failure to agree to, or the amount of, the settlement shall constitute a dispute within the meaning of the clause of this contract entitled "DISPUTES".

F. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, regulation or this contract .

APPENDIX B

FAR Clauses

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-2 Alt II	Audit and Records--Negotiation (Oct 2010) - Alternate II	APR 1998
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-23	Limitations on Pass-Through Charges Allowable	OCT 2009
52.216-7	Cost And Payment	JUN 2013
52.216-7- Alt II	Allowable Cost and Payment (Jun 2013) - Alternate II	AUG 2012
52.216-11	Cost Contract--No Fee	APR 1984
52.216-11 Alt I	Cost Contract--No Fee (Apr 1984) Alternate I	APR 1984
52.216-15	Predetermined Indirect Cost Rates	APR 1998
52.219-7	Notice of Partial Small Business Set-Aside Utilization	JUN 2003
52.219-8	of Small Business Concerns	OCT 2014
52.219-28	Post-Award Small Business Program Representation	JUL 2013
52.222-1	Notice To The Government Of Labor Disputes Prohibition	FEB 1997
52.222-21	Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008

52.227-1	Authorization and Consent	DEC 2007
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-11	Patent Rights--Ownership By The Contractor	MAY 2014
52.227-14	Rights in Data--General	MAY 2014
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-5	Cost Accounting Standards -- Educational Institutions	MAY 2014
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.233-1	Disputes	MAY 2014
52.233-3 Alt I	Protest After Award (Aug 1996)- Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987)- Alternate V	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-2 Alt I	Subcontracts (Oct 2010) - Alternate I	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Government Property	APR 2012
52.245-1 Alt II	Government Property (Apr 2012) Alternate II	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-23	Limitation Of Liability	FEB 1997
52.249-5	Termination For Convenience Of The Government	SEP 1996

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a cost contract resulting from this solicitation.

(End of provision)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.


(End of clause)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.



(a) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(b) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(c) Government response. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished

and the date thereafter by which the Government will respond.

(d) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

APPENDIX C

**Crosswalk of Topic Areas with Critical Agency Needs
and Recent and Upcoming Research Projects**

Crosswalk of Topic Areas with Critical Agency Needs and Recent and Upcoming Research Projects

	Policy & Planning	Design	Construction	Materials	Operations & Management	Technology & ITS	Business Processes	Asset Management	Environment & Urban Forestry	Economics & Financial Studies
Critical Agency Needs										
Stormwater management/low impact development		x	x	x					x	
Innovative financing and project delivery methods, including pricing approaches	x						x			x
Innovative contracting models							x			x
Asset management								x		
Technology: ITS and IT						x				
Performance measures and management	x				x	x	x			
Business processes and management							x			
Parking management and operations					x					
Safety	x	x	x	x	x	x	x			
Transportation system management and operations					x	x				
Data warehousing and analysis						x	x			
Sustainability	x	x	x	x	x	x	x		x	
Recent and Upcoming Projects										
Performance metrics and supportive analysis methodologies for highly urbanized, multi-modal systems	x				x					
Analysis of per-ride fare data for capital bikeshare	x									x
Relating Capital Bikeshare usage to existing and future bicycle count data	x									
Integration of renewable or cleaner energy generation technology into transportation infrastructure	x	x	x	x		x				
Traffic Signals and ITS communication security audit					x	x				
DDOT cost estimating for professional engineering services		x					x			

	Policy & Planning	Design	Construction	Materials	Operations & Management	Technology & ITS	Business Processes	Asset Management	Environment & Urban Forestry	Economics & Financial Studies
Compliance, perception and effectiveness of rectangular rapid flashing beacons (RRFB) and pedestrian hybrid beacons (HAWK signals) in the District of Columbia					x					
Enterprise routing network						x				
Evaluation of transit signal priority strategies through microsimulation					x	x				
Pavements to preserve trees, improve stormwater infiltration, and reduce sidewalk uplift				x				x	x	
Forensic analysis and early identification of voids below a roadway			x	x				x		
Evaluation of effectiveness and development of mix designs of Aquaphalt (rephalt) for pavement repairs				x	x			x		
Updating bridge deterioration models in PONTIS for the District of Columbia		x								
Developing the framework for building and maintaining a comprehensive and sustainable District-wide sign inventory system	x					x	x	x		
Is HDPE a safe and effective option for culverts and storm sewers for DDOT?				x					x	
Placement of outdoor advertising signs in urban entertainment districts	x									