

Model	Product Description
EC-BOS-8 (25 Device Core) 18 month SMA	EC-BOS-8 (25 Device Core) initial 18 month software maintenance agreement. Must be purchased in conjunction with initial core software. Optional 3 or 5 year maintenance may be substituted.
EC-BOS-8 (25 Device Core) 1 year SMA	EC-BOS-8 (25 Device Core) 1 year software maintenance agreement (includes new and interim releases).
EC-BOS-8 (25 Device Core) 3 year SMA	EC-BOS-8 (25 Device Core) 3 year software maintenance agreement (includes new and interim releases).
EC-BOS-8 (25 Device Core) 5 year SMA	EC-BOS-8 (25 Device Core) 5 year software maintenance agreement (includes new and interim releases).
EC-BOS-8 (100 Device Core) 18 month SMA	EC-BOS-8 (100 Device Core) initial 18 month software maintenance agreement. Must be purchased in conjunction with initial core software. Optional 3 or 5 year maintenance may be substituted.
EC-BOS-8 (100 Device Core) 1 year SMA	EC-BOS-8 (100 Device Core) 1 year software maintenance agreement (includes new and interim releases).
EC-BOS-8 (100 Device Core) 3 year SMA	EC-BOS-8 (100 Device Core) 3 year software maintenance agreement (includes new and interim releases).
EC-BOS-8 (100 Device Core) 5 year SMA	EC-BOS-8 (100 Device Core) 5 year software maintenance agreement (includes new and interim releases).
EC-BOS-8 (200 Device Core) 18 month SMA	EC-BOS-8 (200 Device Core) initial 18 month software maintenance agreement. Must be purchased in conjunction with initial core software. Optional 3 or 5 year maintenance may be substituted.
EC-BOS-8 (200 Device Core) 1 year SMA	EC-BOS-8 (200 Device Core) 1 year software maintenance agreement (includes new and interim releases).
EC-BOS-8 (200 Device Core) 3 year SMA	EC-BOS-8 (200 Device Core) 3 year software maintenance agreement (includes new and interim releases).
EC-BOS-8 (200 Device Core) 5 year SMA	EC-BOS-8 (200 Device Core) 5 year software maintenance agreement (includes new and interim releases).

EC-BOS-8 Software Option

Model	Product Description
EC-BOS-8 AX Station Pack	Enables EC-BOS-8 to run EC-Net ^{AX} (minimum 3.8.111)
EC-BOS-8 AX Security Pack	Enables EC-BOS-8 to run EC-Net ^{AX} <i>Security</i> (minimum 2.3.118). Includes licensing for 32 readers and EC-BOS-8 AX Station Pack.

EC-BOS-8 Hardware Accessory

Model	Product Description
EC-BOS-8 Wall Plug Module	100-240VAC, 50/60 Hz. Wall Adapter – Connects to the 2.5mm barrel plug 24V input on the EC-BOS-8 and includes US, EU, UK, and AU style plugs.
EC-BOS-8 WLAN Antenna Cable Extension	Extension cable and bracket for EC-BOS-8 WLAN antenna.

EC-BOS-8 Add-on Modules

Model	Product Description
EC-NPB8-LON	EC-BOS-8 - Add-on single port LON FTT10A module.
EC-NPB8-2X-485	EC-BOS-8 - Add-on dual port RS-485 module.
EC-NPB8-232	EC-BOS-8 - Add-on single port RS-232 module.
IO-R-16	16 Point IO Module. Powered by IO-R-34. Connected to the EC-BOS-8 remotely over RS485.
IO-R-34	34 Point IO Module. Powered by 24VAC/DC. Capable of powering (4) IO-R-16 modules. Connected to the EC-BOS-8 remotely over RS485.
EC-SEC-R2R	Remote reader module - 2 card reader inputs, 4 supervised inputs, 2 digital inputs, 2 form C (SPDT) relay outputs.
EC-SEC-RIO	Remote I/O module - 8 supervised inputs, 2 digital inputs, 8 form C (SPDT) relay outputs.
EC-SEC-INT-KP	LCD display and keypad for arming and disarming Intrusion Zones. Display also provides feedback to the user regarding arming status and status of individual intrusion points.

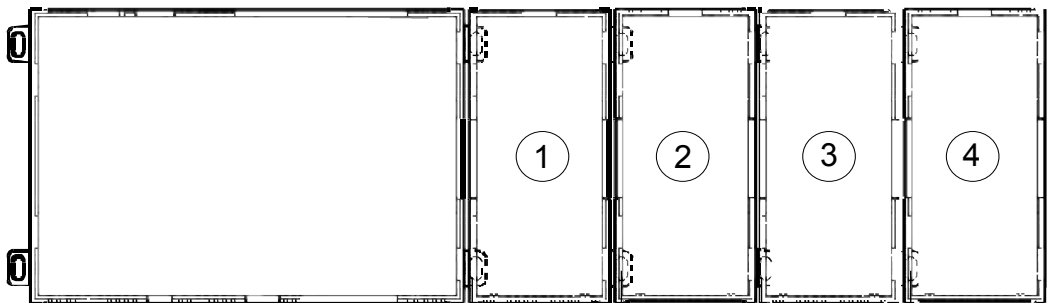
Expansion Modules

Modules	Description	Maximum Expansion Modules Supported
EC-NPB8-LON	EC-BOS-8 - Add-on single port LON FTT10A module.	4
EC-NPB8-2X-485	EC-BOS-8 - Add-on dual port RS-485 module.	2
EC-NPB8-232	EC-BOS-8 - Add-on single port RS-232 module.	4
IO-R-16	16 Point IO Module	16*
IO-R-34	34 Point IO Module	8*
EC-SEC-R2R	Remote reader module	16 (each or combined)
EC-SEC-RIO	Remote I/O module	
EC-SEC-INT-KP	Intrusion keypad	6

*For detailed information about maximum number of modules supported and maximum combinations, refer to the EC-BOS-8 I/O Modules datasheet.

Maximum Combinations

Expansion ①	Expansion ②	Expansion ③	Expansion ④
EC-NPB8-232 OR EC-NPB8-LON	EC-NPB8-232 OR EC-NPB8-LON	EC-NPB8-232 OR EC-NPB8-LON	EC-NPB8-232 OR EC-NPB8-LON
EC-NPB8-2X-485	EC-NPB8-232 OR EC-NPB8-LON	EC-NPB8-232 OR EC-NPB8-LON	EC-NPB8-232 OR EC-NPB8-LON
EC-NPB8-2X-485	EC-NPB8-2X-485	EC-NPB8-232 OR EC-NPB8-LON	
EC-NPB8-2X-485	EC-NPB8-2X-485		



Product Specifications

Platform

Processor — TI AM3352 1000MHz ARM® Cortex™-A8

Memory — 1GB DDR3 SDRAM

- ☐ Removable micro-SD card with 4GB flash total storage/2GB user storage
- ☐ Real-time clock
- ☐ Batteryless
- ☐ Secure boot

Communications

Wi-Fi — Client or WAP

Wi-Fi Communication Protocol — IEEE802.11a/b/g/n

— IEEE802.11n HT20 @ 2.4GHz

— IEEE802.11n HT20/HT40 @ 5GHz

Configurable radio — Off, WAP, or Client

Client Authentication Method — WPA2PSK/WPA2PSK supported

USB type A connector — Back-up and restore support

RS-485 — 2 isolated RS-485 with selectable bias and termination

Ethernet — 2 10/100MB Ethernet ports

Power Supply

Voltage _____ 24VAC/DC power supply

Consumption ————— 24VA (24VAC); 24W (24VDC)

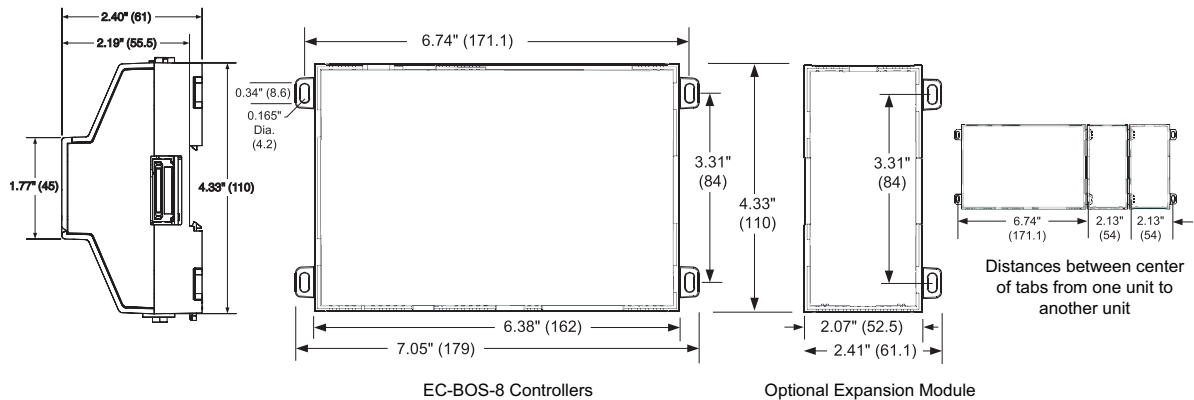
Operating Systems

EC-Net 4 ————— 4.1 or later

EC-Net^{AX} _____ 3.8.111 or later

EC-Net^{AX} *Security* 2.3.118 or later

Mechanical



Environmental

Operating Temperature ————— -20 to 60°C (-4 to 140 °F)

Storage Temperature ————— -40 to 85°C (-40 to 185 °F)

Relative Humidity _____ 5% to 95% - Non condensing

Shipping and Vibration ————— ASTM D4169, Assurance Level II

MTTF _____ 10 years+

Standards and Regulations

UL _____ UL 916

C-UL listed to Canadian Standards Associations (CSA)

C22.2 No. 205-M1983 "Signal Equipment"

CE ————— EN 61326-1

FCC _____ Part 15 Subpart B, Class B, Part 15 Subpart C

R&TTE Compliance ————— 1999/5/EC R&TTE Directive

Other compliances :

- ☐ CCC
- ☐ SRRC
- ☐ RSS
- ☐ RoHS

Specifications subject to change without notice.

Distech Controls, the Distech Controls logo, Innovative Solutions for Greener Buildings, EC-Net, ECO-Vue, Allure, and Open-To-Wireless are trademarks of Distech Controls Inc.; LonWorks, LON, and LNS are registered trademarks of Echelon Corporation; BACnet is a registered trademark of ASHRAE; BTL is a registered trademark of the BACnet Manufacturers Association; Niagara^{AX} Framework is a registered trademark of Tridium, Inc.; EnOcean is a registered trademark of EnOcean GmbH. All other trademarks are property of their respective owners.

© Distech Controls Inc., 2015 - 2017. All rights reserved.

J.2

DCAM-19-CS-IFB-0007

J.2 – Form of Offer Letter and Bid Form

HVAC CHILLER, AHU, CONTROLS CONSTRUCTION SERVICES FOR ENGINE HOUSE 2
RENOVATIONS

[Contractor's Letterhead]

[DATE]

Mr. Franklin Austin
Contracting Officer
District of Columbia Department of General Services
1250 U Street, NW, 3rd Floor
Washington, DC 20009

Reference: Invitation for Bid - DCAM-19-CS-IFB-0007
HVAC Chiller, AHU, Controls Construction Services for Engine House No. 2 Renovation

Dear Mr. Austin:

On behalf of [INSERT NAME OF BIDDER] (the "Bidder"), I am pleased to submit this bid in response to the Department of General Services' (the "Department" or "DGS") Invitation for Bid (the "IFB") for the HVAC Chiller, AHU, Controls Construction Services for Engine House No. 2 Renovation. The Bidder has reviewed the IFB and the attachments thereto, any addenda thereto, and the proposed Form of Contract (collectively, the "Bid Documents" or "Contract Documents") and has conducted such due diligence and analysis as the Bidder, in its sole judgment, has deemed necessary in order to submit its bid in response to the IFB. The Bidder's bid and the Lump Sum Prices are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents. (Collectively, the bid and the Lump Sum Prices are referred to as the "Bidder's Bid".)

The Bidder's Bid is as follows:

CLIN	DESCRIPTION	Lump Sum Price
001	To provide all necessary construction services, supervision, permits, labor, supplies, equipment, and materials to perform capital improvements at the ENGINE HOUSE 2. The Firm Fixed Price shall also include sufficient funding to fund items that are not specifically identified on the Drawings and Specifications, but which are reasonably inferable therefrom.	\$ _____
002	DGS Controlled Allowance - For existing facility Electrical Upgrades	\$7,500.00
	LUMP SUM	\$ _____

HVAC CHILLER, AHU, CONTROLS CONSTRUCTION SERVICES FOR ENGINE HOUSE 2
RENOVATIONS

The Bidder shall submit a completed Price Breakdown Form (Exhibit 1) for each wellness center, providing the price for each Division Component. In the event of discrepancies between or among the Lump Sum Prices and the Price Breakdowns of each Division Component, the Lump Sum Prices shall control.

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

1. The Bidder agrees to hold its bid open for a period of at least one hundred twenty (120) days after the RFTOP closing date.
2. Assuming the Bidder is selected by the Department and subject only to the changes requested in paragraph 5, the Bidder agrees to enter into a contract with the Department on the terms and conditions described in the Bid Documents within ten (10) days of the notice of the award.
3. Both the Bidder and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Bidder to the terms of the Bidder's bid. The Bidder further represents and warrants that no further action or approval must be obtained by the Bidder in order to authorize the terms of the Bidder's bid.
4. The Bidder and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a bid in response to the IFB in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a bid in response to the IFB; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.
5. The Bidder hereby certifies that neither it nor any of its team members have entered into any agreement (written or oral) that would prohibit any contractor, subcontractor or subconsultant that is certified by the District of Columbia Office of Department of Small and Local Business Enterprises as a Local, Small, Resident Owned or Disadvantaged Business Enterprise (collectively, "LSDBE Certified Companies") from participating in the work if another company is awarded the contract.
6. This Form of Offer Letter and Bid Form are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, and AND STATE OF FORMATION FOR THE BIDDER].

Sincerely,

Company: _____

Name: _____

Title: _____

Date: _____

Signature: _____

HVAC CHILLER, AHU, CONTROLS CONSTRUCTION SERVICES FOR ENGINE HOUSE 2
RENOVATIONS**Exhibit 1—Price Breakdown Form:**

HVAC Chiller, AHU, Controls Construction Services for Engine House No. 2 Renovation		
DIVISION NO.	DESCRIPTION	DIVISION COST
Div. 01	General Requirements	
Div. 02	Existing Conditions (incl. abatement/demo)	
Div. 03	Concrete	
Div. 04	Masonry	
Div. 05	Metals	
Div. 06	Woods and Plastics	
Div. 07	Thermal and Moisture Protection	
Div. 08	Openings	
Div. 09	Finishes	
Div. 10	Specialties	
Div. 11	Equipment	
Div. 12	Furnishings	
Div. 13	Special Construction	
Div. 14	Conveying Systems	
Div. 21	Fire Suppressions	
Div. 22	Plumbing	
Div. 23	Heating, Ventilation and Air Conditioning	
Div. 26	Electrical	
Div. 27	Communications	
Div. 28	Electronic Safety and Security	
Div. 31	Earthwork	
Div. 32	Exterior Improvements	
Div. 33	Utilities	
	Lump Sum Price:	\$ _____

J.3

BIDDER/OFFEROR CERTIFICATION FORM

COMPLETION			
The person(s) completing this form must be knowledgeable about the Bidder's/Offoror's business and operations.			
RESPONSES			
Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the Bidder's/Offoror's name at the top of each attached page.			
GENERAL INSTRUCTIONS			
This form contains five (5) sections. Section I concerns the bidder's/offoror's responsibility; Section II includes additional required certifications; Section III relates to the Buy American Act (if applicable); Section IV relates to the Walsh-Healey Act; and Section V requires the Bidder's/Offoror's signature. Please note, a determination that a prospective contractor is found to be "not responsible" is final and not appealable.			
SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATION			
<i>Instructions for Section I: Section I contains nine (9) parts. Part 1 requests information concerning the Bidder's/Offoror's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the Bidder's/Offoror's business. Part 4 concerns the Bidder's/Offoror's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the Bidder's/Offoror's financial and organizational status. Part 7 relates to current procurement activity within the Department. Part 8 requires the Bidder/Offoror to agree to update the information provided. Part 9 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).</i>			
PART 1: BIDDER/OFFEROR INFORMATION			
Legal Business Entity Name:		Solicitation #:	
Address of the Principal Place of Business (street, city, state, zip code)		Telephone # and ext.:	Fax #:
Email Address:		Website:	
Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive).			
Type:	Name:	EIN:	Status:
1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):			
<input type="checkbox"/> Corporation (including PC)		Date of Incorporation:	
<input type="checkbox"/> Joint Venture		Date of Organization:	
<input type="checkbox"/> Limited Liability Company (LLC or PLLC)		Date of Organization:	
<input type="checkbox"/> Nonprofit Organization		Date of Organization:	
<input type="checkbox"/> Partnership (including LLP, LP or General)		Date of Registration or Establishment:	
<input type="checkbox"/> Sole Proprietor		How many years in business?:	
<input type="checkbox"/> Other		Date established?:	
If "Other," please explain:			
1.2 Was the Bidder's/Offoror's business formed or incorporated in the District of Columbia?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "No" to Subpart 1.2, provide the jurisdiction where the Bidder's/Offoror's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District, or provide an explanation if the documents are not available.			
State _____		Country _____	
1.3 Please provide a copy of each District of Columbia license, registration or certification that the Bidder/Offoror is required by law to obtain (other than those provided in Subpart 1.2). If the Bidder/Offoror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:			
(a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or			
(b) Explain its exemption from the requirement.			

1.4 If your company, its principals, shareholders, directors, or employees own an interest or have a position in another entity in the same or similar line of business as the Bidder/Offeror, please describe the affiliation in detail.	
1.5 If any officer, director, shareholder or anyone holding a financial interest in the Bidder/Offeror has a relationship with an employee of the Department or any District agency for whom the Department is procuring goods or services, please describe the nature of the relationship in detail and identify the employee.	
PART 2: INDIVIDUAL RESPONSIBILITY	
<i>Additional Instructions for Section I, Parts 2 through 9: Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).</i>	
Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/offeror with any government entity:	
2.1 Been sanctioned or proposed for sanction relative to any business or professional permit or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.3 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for:	
(a) Any business-related activity; or	<input type="checkbox"/> Yes <input type="checkbox"/> No
(b) Any crime the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.6 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 2 above.	
2.7 In the past ten (10) years has the Bidder/Offeror had a contract terminated, in whole or in part, for any reason? If so, describe each such termination in detail.	
2.8 In the past ten (10) years has the Bidder/Offeror ever been assessed liquidated damages, costs to re-procure, costs to complete, or any other monetary damages under a contract? If so, describe each such assessment in detail.	
PART 3: BUSINESS RESPONSIBILITY	
Within the past five (5) years, has the Bidder/Offeror:	
3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.2 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for:	
(a) Any business-related activity; or	<input type="checkbox"/> Yes <input type="checkbox"/> No
(b) Any crime the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.5 Been disqualified or proposed for disqualification on any government permit or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.6 Been denied a contract award (in whole or in part, for any reason) or had a bid or proposal rejected based upon a non-responsibility finding by a government entity? If so, describe each such occurrence in detail.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.8 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please provide an explanation for each "Yes" in Part 3.	
PART 4: CERTIFICATES AND LICENSES	
Has the Bidder/Offeree:	
4.1 Had a denial, decertification, revocation or forfeiture of District of Columbia certification of any Certified Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for "Yes" in Subpart 4.1.	
4.2 Please provide a copy of the Bidder's/Offeree's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.	
4.3 Had a denial, suspension, revocation or forfeiture of any licensures?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for "Yes" in Subpart 4.3	
PART 5: LEGAL PROCEEDINGS	
Within the past five (5) years, has the Bidder/Offeree:	
5.1 Had any liens or judgments (not including UCC filings) filed against it which remain undischarged?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).	
5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 5 above.	
5.4 Engaged in any litigation with any government entity? If so, please identify and/or describe all threatened and pending litigation and/or claims, including but not limited to matters pending before any Boards of Contracts Appeals.	<input type="checkbox"/> Yes <input type="checkbox"/> No
PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION	
6.1 Within the past five (5) years, has the Bidder/Offeree received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.2 Has the Bidder/Offeree ever been assessed liquidated damages, costs to re-procure, costs to complete, or any other monetary damages under a contract? If so, describe each such assessment in detail below.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s).	
6.3 Within the last seven (7) years, has the Bidder/Offeree initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".	
6.4 During the past three (3) years, has the Bidder/Offeree failed to file a tax return or pay taxes required by federal, state, District of Columbia or local laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the Bidder/Offeree failed to file/pay and the current status of the tax liability.	
6.5 During the past three (3) years, has the Bidder/Offeree failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.5, provide the years the Bidder/Offeree failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.6 During the past three (3) years, has the Bidder/Offeree failed to comply with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.6, provide the years the Bidder/Offeree failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.7 Indicate whether the Bidder/Offeree owes any outstanding debt to any state, federal or District of Columbia government.	<input type="checkbox"/> Yes <input type="checkbox"/> No

If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

6.8 During the past three (3) years, has the Bidder/Offeror been audited by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

(a) If "Yes" to Subpart 6.8, did any audit of the Bidder/Offeror identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

PART 7: CONTRACTOR PROCUREMENT ACTIVITY WITHIN THE DEPARTMENT

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

(a) Construction: _____ labor hours

(b) Non-Construction: _____ labor hours

7.2 In the table below, please list:

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

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

	Contract Number	Labor Hours Allocated

PART 8: RESPONSE UPDATE REQUIREMENT

8.1 In accordance with the requirement of Section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02), the Bidder/Offeror shall update any response provided in Section I of this form during the term of this contract:

(a) Within sixty (60) days of a material change to a response; and

(b) Prior to the exercise of an option year contract.

PART 9: FREEDOM OF INFORMATION ACT (FOIA)

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

☐ Yes ☐ No

SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS

Instructions for Section II: Section II contains six (6) parts. Part 1 requests information concerning District of Columbia employees. Part 2 applies to the Bidder/Offeror's pricing. Part 3 relates to equal employment opportunity requirements. Part 4 relates to First Source requirements. Part 5 relates to employment eligibility obligations. Part 6 relates to Language Access obligations.

PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT

The Bidder/Offeror certifies that:

1.2 No person listed in clause 13 of the Standard Contract Provisions, "District Employees Not To Benefit", will benefit from this contract.

1.3 The following person(s) listed in clause 13 of the Standard Contract Provisions may benefit from this contract. (For each person listed, attach the affidavit required by clause 13.)

(a) _____

(b) _____

PART 2: INDEPENDENT PRICE DETERMINATION REQUIREMENTS

The Bidder/Offeror certifies that:

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

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

(i) Those prices;

(ii) The intention to submit a bid/proposal; or

(iii) The methods or factors used to calculate the prices in the contract.

(b) The prices in this contract have not been and will not be knowingly disclosed by the Bidder/Offeror, directly or indirectly, to any other bidder/offeror or competitor before bid/proposal opening unless otherwise required by law; and

(c) No attempt has been made or will be made by the Bidder/Offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

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

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

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

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

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

(ii) As an agent, has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above.

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

2.4 The Bidder/Offeror certifies that:

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

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

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

PART 3: EQUAL OPPORTUNITY AND HUMAN RIGHTS OBLIGATIONS

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

PART 4: FIRST SOURCE OBLIGATIONS

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

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

PART 5: EMPLOYMENT ELIGIBILITY OBLIGATIONS

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

PART 6: LANGUAGE ACCESS OBLIGATIONS

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

SECTION III. BUY AMERICAN ACT CERTIFICATION

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

PART 1: BUY AMERICAN ACT COMPLIANCE

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

EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

SECTION IV. WALSH-HEALEY ACT

Instructions for Section IV: Walsh-Healey Act.

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. §§ 35-45) (the "Act", as used in this section), the following terms and conditions apply:

(a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2) (41 U.S.C. §40). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. §214).

SECTION V. CERTIFICATION

Instruction for Section V: This section must be completed by all bidder/offerors.

I, [_____], as the person authorized to sign these certifications, hereby certify that the information provided in this form is true and accurate.

Name [Print and sign]:

Telephone #:

Fax #:

Title:

Email Address:

Date:

The District of Columbia is hereby authorized to verify the above information with appropriate government authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than 180 days, or both, as prescribed in D.C. Official Code § 22-2405. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Official Code § 22-2404.

J.4

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Office of the Chief Financial Officer

Office of Tax and Revenue



TAX CERTIFICATION AFFIDAVIT

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

Date

Authorized Agent

Name of Organization/Entity

Business Address (include zip code)

Business Phone Number

Authorized Agent

Principal Officer Name and Title

Square and Lot Information

Federal Identification Number

Contract Number

Unemployment Insurance Account No.

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

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

Signature of Authorizing Agent

Title

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

J.5



SBE SUBCONTRACTING PLAN

INSTRUCTIONS: All construction & non-construction contracts for **government-assisted projects** (**agency contracts** & **private project with District subsidy**) over \$250,000, shall require at least 35% of the amount of the contract (total amount of agency contract or total private project development costs) be subcontracted to Small Business Enterprises (SBE), if insufficient qualified SBEs to Certified Business Enterprises (CBE). The SBE Subcontracting Plan must list all SBE and CBE subcontracts at every tier. Once the SBE Subcontracting Plan is submitted for agency contracts, options & extensions, it can only be amended with DSLBD's consent.

SUBMISSION OF SBE SUBCONTRACTING PLAN:

▲ For **agency** solicitations - submit to agency with bid/proposal.

▲ For **agency** options & extensions - submit to agency before option or extension exercised.

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

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

EXEMPTION: If the **Beneficiary (Prime Contractor or Developer)** is a CBE and will perform the ENTIRE **government-assisted project** with its *own organization and resources* and will NOT subcontract any portion of the services and goods, then the CBE is not required to subcontract 35% to SBEs.

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

Company: _____ Contact # _____ Email address: _____

Street Address: _____

✓ all that applies, Company is:

☐ a SBE ☐ a CBE ☐ CBE Certification Number: _____

☐ WILL perform the ENTIRE agency contract or private project with its own organization and resources

☐ WILL subcontract a portion of the agency contract or private project

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

Point of Contact: _____

Title: _____

Contact # _____

Email address: _____

Street Address: _____

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

AGENCY SOLICITATION

Solicitation Number _____

Solicitation Due Date: _____

Agency : _____

Total Dollar Amount of Contract: \$ _____

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

35% of Total Dollar Amount of Contract: \$ _____

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

PRIVATE PROJECT

District Subsidy: _____

Agency Providing Subsidy: _____

Amount of District Subsidy: _____

Date District Subsidy Provided: _____

Project Name: _____

Project Address: _____

Total Development Project Budget: \$ _____
(include pre-construction and construction costs)

35% of Total Development Project Budget: \$ _____

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

SBE/ CBE SUBCONTRACTORS (FOR EACH TIER):

SBE/ CBE SUBCONTRACTOR INFORMATION: <i>(For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)</i>			
SBE/ CBE Company	Address/Telephone No./ Email	Subcontractor Tier (1 st , 2 nd , 3 rd , etc.)	Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES
_____	_____	<u>Select Tier</u>	_____
Period of subcontract: _____ Price to be paid to the SBE/CBE Subcontractor: \$_____			SBE/ CBE Point of Contact Name: _____ Title: _____ Telephone Number: _____ Email Address: _____
✓ <i>all that applies</i> , Subcontractor is: <input type="checkbox"/> a SBE <input type="checkbox"/> a CBE <input type="checkbox"/> CBE Certification #: _____ <input type="checkbox"/> SBE/CBE will perform the ENTIRE subcontract with its own organization and resources <input type="checkbox"/> SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)			

SBE/ CBE SUBCONTRACTOR INFORMATION: <i>(For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)</i>			
SBE/ CBE Company	Address/Telephone No./ Email	Subcontractor Tier (1 st , 2 nd , 3 rd , etc.)	Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES
_____	_____	<u>Select Tier</u>	_____
Period of subcontract: _____ Price to be paid to the SBE/CBE Subcontractor: \$_____			SBE/ CBE Point of Contact Name: _____ Title: _____ Telephone Number: _____ Email Address: _____
✓ <i>all that applies</i> , Subcontractor is: <input type="checkbox"/> a SBE <input type="checkbox"/> a CBE <input type="checkbox"/> CBE Certification # _____ <input type="checkbox"/> SBE/CBE will perform the ENTIRE subcontract with its own organization and resources <input type="checkbox"/> SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)			

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

 (Signature)

 (Date)

Complete additional copies as needed.



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

AGENCY CONTRACT AWARD	PRIVATE PROJECT SUBSIDY AWARD
Agency: _____ Prime Contractor: _____ Contract Number: _____ Date SBE Subcontracting Plan Accepted: _____ Date agency contract signed: _____ Anticipated Start Date of Contract: _____ Anticipated End Date of Contract: _____ Total Dollar Amount of Contract: \$ _____ <i>*Design-Build must include total contract amount for both design and build phase of project.</i> 35% of Total Contract Amount: \$ _____ Total Amount of All SBE/CBE subcontracts: \$ _____ <i>(include every tier)</i> <input checked="" type="checkbox"/> if applies <input type="checkbox"/> Base Period Contract -- Option/Extension Period: _____ <input type="checkbox"/> Multi-year Contract First year (period) of Contract: _____ Current year (period) of Contract: _____ <input type="checkbox"/> Design-Build --Date of Guaranteed Contract: _____ <input type="checkbox"/> Check if prime contractor is a CBE and will perform the ENTIRE government-assisted project (agency contract) with its <i>own organization and resources and NOT subcontract any portion of services or goods.</i>	Agency Providing Subsidy: _____ District Subsidy: _____ Developer: _____ Amount of District Subsidy: _____ Date District Subsidy Provided/ contract signed: _____ Anticipated Start Date of Project: _____ Anticipated End Date of Project: _____ Project Name: _____ Project Address: _____ Total Development Project Budget: \$ _____ <i>(include pre-construction and construction costs)</i> 35% of Total Development Project Budget: \$ _____ Total Amount of All SBE/CBE subcontracts: \$ _____ <i>(include every lower tier)</i> <input type="checkbox"/> Check if developer is a CBE and will perform the ENTIRE government-assisted project (private project) with its <i>own organization and resources and NOT subcontract any portion of services or goods.</i>

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

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

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

Name of Agency Contracting Officer or Agency Project Manager

Title of Agency Contracting Officer or Agency Project Manager

Signature

Date

J.6

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR



DR. UNIQUE MORRIS-HUGHES
ACTING DIRECTOR

LIVING WAGE ACT FACT SHEET

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

Effective January 1, 2019, the living wage rate is \$14.50 per hour.

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

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

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

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District’s current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;
3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
4. Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act;
6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act;

7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District of Columbia;
8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68 A Stat. 163; 26. U.S.C. §501(c)(3));
9. Medicaid provider agreements for direct care services to Medicaid recipients, **provided, that** the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Official Code § 44-501; and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Enforcement

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

Furthermore, as of November 12, 2015, the US Court of Appeals upheld “The Home Care Final Rule”, issued on October 1, 2013, which had an effective date of January 1, 2015. The Department of Labor issued the Home Care Final Rule to extend overtime protections to home care workers and workers who provide companionship services. Employers within this industry are now subject to recordkeeping provisions.

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

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

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

THE LIVING WAGE ACT OF 2006

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

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

Effective January 1, 2019, the living wage rate is \$14.50 per hour.

The requirement to pay a living wage applies to:

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

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

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

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

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

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

Each recipient and subcontractor of a recipient shall provide this notice to each affiliated employee covered by this notice, and shall also post this notice in a conspicuous site in its place of business.

All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.

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

J.7

General Decision Number: DC190002 02/08/2019 DC2

Superseded General Decision Number: DC20180002

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	01/11/2019
2	02/08/2019

ASBE0024-007 10/01/2017

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 35.13	16.22

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

ASBE0024-008 10/01/2017

	Rates	Fringes
--	-------	---------

ASBESTOS WORKER: HAZARDOUS

MATERIAL HANDLER.....\$ 22.81 7.34

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

ASBE0024-014 10/01/2017

	Rates	Fringes
--	-------	---------

FIRESTOPPER.....	\$ 28.01	7.78
------------------	----------	------

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

BRDC0001-002 04/29/2018

	Rates	Fringes
--	-------	---------

BRICKLAYER.....	\$ 31.36	10.78
-----------------	----------	-------

CARP0197-011 05/01/2018

	Rates	Fringes
--	-------	---------

CARPENTER, Includes Drywall Hanging, Form Work, and Soft Floor Laying-Carpet.....	\$ 28.71	12.08
---	----------	-------

CARP0219-001 05/01/2018

	Rates	Fringes
--	-------	---------

MILLWRIGHT.....	\$ 34.24	11.23
-----------------	----------	-------

CARP0441-001 05/01/2018

	Rates	Fringes
--	-------	---------

PILEDRIVERMAN.....	\$ 30.94	11.45
--------------------	----------	-------

ELEC0026-016 11/05/2018

	Rates	Fringes
--	-------	---------

ELECTRICIAN, Includes Installation of HVAC/Temperature Controls.....	\$ 45.75	18.27
--	----------	-------

ELEC0026-017 09/03/2018

	Rates	Fringes
ELECTRICAL INSTALLER (Sound & Communication Systems).....	\$ 28.05	10.91

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

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

ELEV0010-001 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.53	33.705+a+b

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

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

IRON0005-011 06/01/2017

	Rates	Fringes
IRONWORKER.....	\$ 31.15	20.63

LABO0011-009 06/01/2018

	Rates	Fringes
LABORER: Skilled.....	\$ 24.22	8.32

FOOTNOTE: Potmen, power tool operator, small machine operator, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinning, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand

derricks, vibrator operators, pipe layers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type of work, carpenter tenders, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers and other machines that do the same general type of work, whether powered by air, electric or gasoline, builders of trestle scaffolds over one tier high and sand blasters, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen, stake jumper, demolition.

 MARB0002-004 04/29/2018

	Rates	Fringes
MARBLE/STONE MASON.....	\$ 37.91	17.08

INCLUDING pointing, caulking and cleaning of All types of masonry, brick, stone and cement EXCEPT pointing, caulking, cleaning of existing masonry, brick, stone and cement (restoration work)

 MARB0003-006 04/29/2018

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 28.20	11.67

 MARB0003-007 04/29/2018

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 23.28	10.72

 MARB0003-008 04/29/2018

	Rates	Fringes
TILE SETTER.....	\$ 28.20	11.67

 MARB0003-009 04/29/2018

	Rates	Fringes
TILE FINISHER.....	\$ 23.28	10.72

 PAIN0051-014 06/01/2018

	Rates	Fringes
GLAZIER		
Glazing Contracts \$2 million and under.....	\$ 26.07	12.15
Glazing Contracts over \$2 million.....	\$ 30.31	12.15

PAIN0051-015 06/01/2018

	Rates	Fringes
PAINTER		
Brush, Roller, Spray and Drywall Finisher.....	\$ 25.06	9.76

PLAS0891-005 07/01/2018

	Rates	Fringes
PLASTERER.....	\$ 29.53	6.80

* PLAS0891-006 02/01/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.45	11.28

PLAS0891-007 08/01/2016

	Rates	Fringes
FIREPROOFER		
Handler.....	\$ 16.50	4.89
Mixer/Pump.....	\$ 18.50	4.89
Sprayer.....	\$ 23.00	4.89

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

PLUM0005-010 08/01/2018

	Rates	Fringes
PLUMBER.....	\$ 42.92	18.15+a

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

PLUM0602-008 08/01/2018

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe Installation.....	\$ 41.64	21.57+a

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

ROOF0030-016 07/01/2018

	Rates	Fringes
ROOFER.....	\$ 29.75	12.74

SFDC0669-002 04/01/2018

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 35.60	20.24

SHEE0100-015 07/01/2018

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 40.27	20.34+a

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

SUDC2009-003 05/19/2009

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

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

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

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

=====

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION

J.8



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



GOVERNMENT-ASSISTED PROJECT/CONTRACT INFORMATION

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

THIS SECTION TO BE COMPLETED BY THE BENEFICIARY ONLY:

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

D.C. CODE#

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

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

EMPLOYER INFORMATION

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

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

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

☐ D.C. Government assistance valued between \$300,000 and \$5 million dollars, required to make a good faith effort to ensure that 51% of all new hires are District residents. (D.C. Official Code § 2-219(e)(1)(A))

☐ D.C. Government assistance valued at \$5 million or more, required to have the following percentage of hours worked in each classification by DC residents; 20% of journey worker hours; 60% of apprentice hours; 51% of skilled laborer hours; 70% of common laborer hours for all jobs created by the Project. (D.C. Official Code §2-219.03 (1A)(A))

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

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

I. DEFINITIONS

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

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

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

Project and the total number of common laborer hours to be worked by DC residents;

6. A timetable outlining the total hours worked by trade over the life of the Project and an associated hiring schedule;
7. Descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions;
8. A strategy to fill the hours required to be worked by DC residents pursuant to this paragraph, including a component on communicating these requirements to contractors and subcontractors and a component on potential community outreach partnerships with the University of the District of Columbia, the University of the District of Columbia Community College, the Department of Employment Services, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government-approved, community-based job training providers;
9. A remediation strategy to ameliorate any problems associated with meeting these hiring requirements, including any problems encountered with contractors and subcontractors;
10. The designation of a senior official from the EMPLOYER(S) or general contractor who will be responsible for implementing the hiring and reporting requirements;
11. Descriptions of the health and retirement benefits that will be provided to DC residents working on the Project;
12. A strategy to ensure that District residents who work on the Project receive ongoing employment and training opportunities after they complete work on the job for which they were initially hired and a review of past practices in continuing to employ DC residents from one Project to the next;
13. A strategy to hire graduates of District of Columbia Public Schools, District of Columbia public charter schools, and community-based job training providers, and hard-to-employ residents; and
14. A disclosure of past compliance with the Workforce Act and the Davis-Bacon Act, where applicable, and the bidder or offeror's general DC resident hiring practices on projects or contracts completed within the last 2 years.

Q. **Tier Subcontractor** means any subcontractor selected by the primary contractor to perform portion(s) or all work related to the trade or occupation area(s) on a Project subject to this First Source Agreement.

R. **Washington Metropolitan Statistical Area** means the District of Columbia; Virginia Cities of Alexandria, Fairfax, Falls Church, Fredericksburg, Manassas, and Manassas Park; the Virginia Counties of Arlington, Clarke, Fairfax, Fauquier, Loudon, Prince William, Spotsylvania, Stafford, and Warren; the Maryland Counties of Calvert, Charles, Frederick, Montgomery and Prince Georges; and the West Virginia County of Jefferson.

S. **Workforce Intermediary Pilot Program** means the intermediary between employers and training providers to provide employers with qualified DC resident job applicants. See DC Official Code § 2-219.04b.

II. GENERAL TERMS

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

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

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

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

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

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

III. TRAINING

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

IV. RECRUITMENT

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

V. REFERRAL

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

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

VI. PLACEMENT

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

VII. REPORTING REQUIREMENTS

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

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

VIII. FINAL REPORT AND GOOD FAITH EFFORTS

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

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

IX. MONITORING

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

X. PENALTIES

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

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

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

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

By:

EMPLOYER Senior Official (Print)

Date

EMPLOYER Senior Official (Signature)

Name of Company

Address

Telephone

Email

Signature Department of Employment Services

Date



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



I. REVISED FIRST SOURCE EMPLOYMENT PLAN

GOVERNMENT-ASSISTED PROJECT/CONTRACT INFORMATION

DISTRICT CONTRACTING AGENCY: _____
CONTRACTING OFFICER: _____
TELEPHONE NUMBER: _____
TOTAL CONTRACT AMOUNT: _____
EMPLOYER CONTRACT AMOUNT: _____
PROJECT NAME: _____
PROJECT ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
PROJECT DESCRIPTION OF WORK: _____

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

EMPLOYER INFORMATION

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

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

A. EMPLOYMENT HIRING PROJECTIONS

ALL EMPLOYERS:

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

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



GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN



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

This page to be completed by Employer

Employer Initials

C. EMPLOYMENT PROJECTIONS



- I. Provide a timetable outlining the 51% Hiring of District Resident over the life of the project or contract and an associated hiring schedule.
- II. Provide descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions.
- III. Provide a strategy to fill the 51% hiring of District residents requirement, including a component on communicating these requirements to contractors and subcontractors and a component on potential community outreach partnerships with the University of the District of Columbia, the University of the District of Columbia Community College, the Department of Employment Services, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government-approved, community-based job training providers.

This page to be completed by Employer

Employer Initials



GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN



C. EMPLOYMENT PROJECTIONS (Continued)

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

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

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

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

This page to be completed by Employer

Employer Initials



GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN



D. EMPLOYMENT PROJECTIONS *(continued)*

- VIII.** Provide a strategy to hire graduates of District of Columbia Public Schools, District of Columbia Public Charter Schools, community-based job training providers, and hard-to-employ residents.
- IX.** Please disclose past compliance with the First Source Employment Agreement Act of 1984 or the Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011 and the Davis-Bacon Act, where applicable, and the bidder or offeror's general District-resident hiring practices on projects or contracts completed within the last two (2) years.
- X.** Please note that EMPLOYERS with construction projects must make payroll records available upon request at job sites to the contracting District of Columbia agency.

This page to be completed by Employer

Employer Initials



CURRENT EMPLOYEES: Please list the names, residency status and ward information of all current employees, including apprentices, trainees, and transfers from other projects, who will be employed on the Project. Attach additional sheets as needed.

[illegible]

Employer Initials

J.9

GOVERNMENT OF THE DISTRICT OF COLUMBIA

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

CERTIFICATE AS TO CORPORATION

I, _____, certify that I am _____, Secretary of the Corporation, named as Principal herein, that _____, who signed this bond, on behalf of the Principal, was then of said Corporation; that I know his signature, and his signature thereto is genuine; that said bond was duly signed and sealed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

Secretary of Corporation

SURETY(IES)

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

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

INSTRUCTIONS

1. This form shall be used whenever a bid guaranty is required in connection with construction, alteration and repair work.
2. Corporations name should appear exactly as it does on Corporate Seal and inserted in the space designated "Principal" on the face of this form. If practicable, bond should be signed by the President or Vice President; if signed by other official, evidence of authority must be furnished. Such evidence should be in the form of an Extract or Minutes of a Meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and Corporate Seal affixed thereto. CERTIFICATE AS TO CORPORATION must be executed by Corporate Secretary or Assistant Secretary.
3. Corporations executing the bond as sureties must be among those appearing on the U. S. Treasury Department's List of approved sureties and must be acting within the limitations set forth therein, and shall be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall attach hereto an adequate Power-Of-Authority for each representative signing the bond.
4. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal", two witnesses must be supplied, and their addresses, under the word "attest". If executed in Maine or New Hampshire, an adhesive seal shall be affixed.
5. Names of all partners must be set out in body of bond form, with the recital that they are partners composing a firm, naming it, and all members of the firm shall execute the bond as individuals. Each signature must be witnessed by two persons and addresses supplied.

J.10

Certification Letter for Cashier's Check or Irrevocable Letter of Credit

Offerors who submit a cashier's check or an irrevocable letter of credit ("Alternate Bid Security") in lieu of a bid bond must also submit this certification, properly notarized, with their proposal. By executing this document, Offeror acknowledges that, if awarded this contract, Offeror shall be required to post promptly a payment and performance bond equal to the full value of the contract. In the event Offeror fails to post such payment and performance bond, the Offeror understands and agrees that; (i) the Department shall draw upon the Alternate Bid Security as liquidated damages; (ii) the award and or contract shall be terminated; (iii) for a period of two (2) years thereafter, the Department will not accept from such Offeror Alternate Bid Security in lieu of a bid bond; and (iv) the Offeror hereby waives the right to protest the termination of any such award or contract. The Offeror further acknowledges and agrees that the damages the Department would experience in the event such award or contract are terminated due to the Offeror's failure to post a payment and performance bond are difficult to determine and that the value of the Alternate Bid Security represents a reasonable estimate of the damages the Department would incur.

By: _____
Name: _____
Title: _____
Date: _____

District of Columbia) ss:

On the ____ day of _____, 2019, before me, a notary public in and for the District of Columbia, personally appeared _____, who acknowledged himself/herself to be _____ of _____, and that he/she as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public
My Commission Expires: _____

J.11

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



Certification to Furnish Performance & Payment Bond

Dear Sir/Madam:

By virtue of this notice, _____ hereby certify, that we will furnish the required Performance & Payment Bond in the amount of the submitted bid or a maximum of _____ dollars if _____ (General Contractor) is successfully awarded the contract for the _____.

This required Bond shall be furnished in compliance with the stipulations of the contract document. This guarantee shall remain valid and irrevocable for a period of one hundred and twenty (120) days from the date of bid submission.

IN WITNESS WHEREOF, we have hereunto set our hands with the intent to be legally binding.

Name of agent: _____

Address of agent: _____

Contact Phone: _____ Email: _____

Type or Print Name Signature

PLEASE NOTE: The person affixing his/her signature herein MUST be authorized to sign for the company.

Sworn to before me this _____ day of _____ 20_____

Notary Public

My commission expires

J.12

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

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

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

SURETY (IES)			
1. Name & Address (typed)		State of Inc.	Liability Limit
Signature of Attorney-in-Fact		Attest (Signature)	
Name & Address (typed)		Name & Address (typed)	
1. Name & Address (typed)		State of Inc.	Liability Limit
Signature of Attorney-in-Fact		Attest (Signature)	
Name & Address (typed)		Name & Address (typed)	
BOND PREMIUM			
Rate Per Thousand	Total Premium	Name & Address of Agency or Agent Receiving Commission	
INSTRUCTIONS			
<ol style="list-style-type: none"> 1. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by the authorized person signing the Contract. When such person signing is other than the President or Vice-President of a corporation, evidence of authority shall be furnished. Such evidence shall be in the form of either an Extract of Minutes of a meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and with Corporate Seal affixed thereto. 2. Corporations executing the bond as sureties shall be among those appearing on the U.S. Treasury Department's list of approved sureties and shall be acting within the limitations set forth therein, and shall also be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall (1) insert on the bond form the name and addresses of the agency receiving the commission; and (2) attach an adequate Power-of-Attorney for each representative signing the bond. 3. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal"; two witnesses shall sign and include their addresses, under the word "witness". If executed in Maine or New Hampshire, an adhesive seal shall be affixed. 4. The name of each person signing this payment bond shall be typed in the space provided. 			

J.13

CONTRACTOR'S LETTERHEAD

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

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

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

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

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

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

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

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

AUTHORIZED OFFICIAL AND TITLE

DATE

AUTHORIZED SIGNATURE NAME

FIRM/ORGANIZATION

CONTRACTOR'S LETTERHEAD

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

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

CONTRACTOR

NAME

SIGNATURE

TITLE

CONTRACT NUMBER

DATE

EQUAL EMPLOYMENT OPPORTUNITY

EMPLOYER INFORMATION REPORT

GOVERNMENT OF THE DISTRICT OF COLUMBIA DC Office of Contracting and Procurement Employer Information Report (EEO)						Reply to: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001 Washington, DC 20001									
Instructions: Two (2) copies of DAS 84-404 or Federal Form EEO-1 shall be submitted to the Office of Contracting and Procurement. One copy shall be retained by the Contractor.															
Section A – TYPE OF REPORT															
1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)															
Single Establishment Employer (1) . Single-establishment Employer Report						Multi-establishment Employer: (2) <input type="checkbox"/> Consolidated Report (3) <input type="checkbox"/> Headquarters Report (4) <input type="checkbox"/> Individual Establishment Report (submit one for each establishment with 25 or more employees) (5) <input type="checkbox"/> Special Report									
1. Total number of reports being filed by this Company. _____															
Section B – COMPANY IDENTIFICATION (To be answered by all employers) OFFICIAL												OFFICIAL USE ONLY			
1. Name of Company which owns or controls the establishment for which this report is filed												a.			
Address (Number and street)				City or Town			Country		State		Zip Code			b.	
b. Employer Identification No.															
2. Establishment for which this report is filed.												OFFICIAL USE ONLY			
a. Name of establishment												c.			
Address (Number and street)				City or Town			Country		State		Zip Code			d.	
b. Employer Identification No.															
3. Parent of affiliated Company															
a. Name of parent or affiliated Company						b. Employer Identification No.									
Address (Number and street)				City or Town			Country			State		Zip Code			
Section C - ESTABLISHMENT INFORMATION															
1. Is the location of the establishment the same as that reported last year? Yes No Did not report Report on combined basis						2. Is the major business activity at this establishment the same as that reported last year? Yes No No report last year Reported on combined						OFFICIAL USE ONLY			
2. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or service provided, as well as the principal business or industrial activity).												e.			
3. MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members). Yes No															

SECTION D – EMPLOYMENT DATA

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

JOB CATEGORIES	TOTAL EMPLOYEES IN ESTABLISHMENT			MINORITY GROUP EMPLOYEES								
	Total Employees Including Minorities (1)	Total Male Including Minorities (2)	Total Female Including Minorities (3)	MALE				FEMALE				
				Black (4)	Asian (5)	American Indian (6)	Hispanic (7)	Black (8)	Asian (9)	American Indian (10)	Hispanic (11)	
Officials and Managers												
Professionals												
Technicians												
Sales Workers												
Office and Clerical												
Craftsman (Skilled)												
Operative (Semi-Skilled)												
Laborers (Unskilled)												
Service Workers												
TOTAL												
Total employ reported in previous report												
(The trainee below should also be included in the figures for the appropriate occupation categories above)												
Formal On-The-Job Trainee	White collar	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
	Production											

1. How was information as to race or ethnic group in Section D obtained?
a. Visual Survey c. Other Specify _____
b. Employment Record _____
2. Dates of payroll period used
3. Pay period of last report submitted for this establishment. _____

Section E – REMARKS Use this Item to give any identification data appearing on last report which differs from that given above, explain major changes in composition or reporting units, and other pertinent information.

Section F - CERTIFICATION

Check 1. > All reports are accurate and were prepared in accordance with the instructions (check on consolidated only)
One 2. > This report is accurate and was prepared in accordance with the instructions.

Name of Authorized Official	Title	Signature	Date
Name of person contact regarding This report (Type of print)	Address (Number and street)		
Title	City and State	Zip Code	Telephone Number Extension

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE.

SUBCONTRACT SUMMARY FORM

TOTAL DOLLAR AMOUNT SUBCONTRACTED TO MINORITY BUSINESS ENTERPRISES \$	
PERCENT OF PRIME CONTRACT.	%

SOLICITATION NO: _____

PROJECTED GOALS AND TIMETABLES FOR FUTURE HIRING

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

J.14

District of Columbia Department of General Services Standard Contract Provisions

GENERAL PROVISIONS (Construction Contract)

ARTICLE 1. DEFINITIONS

- A. "Government" as used herein means the District of Columbia Department of General Services, (DGS) that is a party to a contract.
- B. "Executive" as used herein means the elected head of the Government as set forth in [Public Law 93-198 dated December 24, 1973, Title 4, Part B, Section 422(1)] (Or relevant local law).
- C. "Contracting Officer" as used herein means the Government official authorized to execute and administrate the Contract on behalf of the Government. Within DGS, the Director is the Chief Contracting Officer. The Director may make delegations of procurement authority to additional contracting officers within DGS.
- D. "Contract Documents" or "Contract" as used herein means Addenda, Contract Form, Standard Contract Provisions, Instructions to Bidders, General Provisions, Labor Provisions, Performance and Payment Bonds, Specifications, Special Provisions, Contract Drawings, approved written Change Orders and Agreements required to acceptably complete the Contract, including authorized extensions thereof.

ARTICLE 2. SPECIFICATIONS AND DRAWINGS—The Contractor shall keep on the work site a copy of Contract drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the Contract drawings, or shown on the Contract drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

There shall be no change orders or equitable adjustments for work related to items appearing in either the Contract drawing or specifications.

All Contract requirements are equally binding. Each Contract requirement, whether or not omitted elsewhere in the Contract, is binding as though occurring in any or all parts of the Contract. In case of discrepancy:

- 1. The Contracting Officer shall be promptly notified in writing of any error, discrepancy or omission, apparent or otherwise.
- 2. Applicable Federal, State, and Municipal Code requirements have priority over: the Contract form, General Provisions, Change Orders, Addenda, Contract drawings, Special Provisions and Specifications.
- 3. The Contract form, Standard Contract Provisions, General Provisions and Labor Provisions have priority over: Change Orders, Addenda, Contract drawings, Special Provisions and Specifications.
- 4. Change Orders have priority over: Addenda, Contract drawings and Specifications.
- 5. Addenda have priority over: Contract drawings, Special Provisions and Specifications. A later dated Addendum has priority over earlier dated Addenda.
- 6. Special Provisions have priority over: Contract drawings and other specifications.

7. Shown and indicated dimensions have priority over scaled dimensions.
8. Original scale drawings and details have priority over any other different scale drawings and details.
9. Large scale drawings and details have priority over small scale drawings and details.
10. Any adjustment by the Contractor without a prior determination by the Contracting Officer shall be at his own risk and expense. The Contracting Officer will furnish from time to time such detail drawings and other information as he may consider necessary, unless otherwise provided.

ARTICLE 3. CHANGES

A. DESIGNATED CHANGE ORDERS—The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes

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

Nothing provided in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed.

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

C. GENERAL REQUIREMENTS—Except as herein provided, no order, statement or conduct of the Contracting Officer shall be treated as a change under this Article or entitle the Contractor to an equitable adjustment hereunder. If any change under this Article causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this Contract whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under (B) above shall be allowed for any cost incurred more than 20 days before the Contractor gives written notice as therein required unless this 20 days is extended by the Contracting Officer and provided further, that in case of defective drawings and specifications, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective drawings and specifications.

If the Contractor intends to assert a claim for an equitable adjustment under this Article, he must, within 30 days after receipt of a written Change Order under (A) above or the furnishing of a written notice under (B) above, submit to the Contracting Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Contracting Officer. The statement of claim hereunder may be included in the notice under (B) above.