

Attachment J.1.2

2022 Facility Conditions Assessment – CTF

 [2022 Facility Condition Assessment Final Report Building 20 – C.T.F.pdf](#)

Attachment J.1.3

2022 Facility Conditions Assessment – DC Jail

 [2022 Facility Condition Assessment Final Report DC Jail.pdf](#)

Attachment J.1.4

District Task Force on Jails & Justice
Phase I Report, A Framework for Change

<http://www.courtexcellence.org/news-events/Task-Force-Report>

Attachment J.1.5

District Task Force on Jails & Justice
Phase II Report, Jails & Justice: Our Transformation Starts Today
<http://www.courtexcellence.org/uploads/publications/TransformationStartsToday.pdf>

Attachment J.1.6

American Correctional Association 5th Edition Space Guidelines and Standards

https://www.aca.org/ACA_Member/ACA/ACA_Member/Standards_and_Accreditation/StandardsInfo_Home.aspx

Attachment J.2

District of Columbia Department of General Services

Standard Contract Provisions

GENERAL PROVISIONS (Supplies and Services Contract)

Article 1. Covenant Against Contingent Fees:

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

Article 2. Shipping Instructions – Consignment:

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

Article 3. Patents:

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

Article 4. Quality:

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

Article 5. Inspection Of Supplies:

(a) Definition. "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, source code, object code, and lots of supplies.

(b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor's failure to cure within ten (10) days after date of notification, the District may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.

(c) The Contractor shall provide and maintain an inspection system acceptable to the District covering supplies under this contract and shall tender to the District for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the District during contract performance and for as long afterwards as the contract requires. The District may perform reviews and evaluations as reasonably necessary to ascertain

compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.

(d) The District has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The District will perform inspections and tests in a manner that will not unduly delay the work. The District assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract. The Contractor shall remain obligated to test and integrate supplies. The Contractor shall remain obligated to deliver supplies suitable for their intended purpose.

(e) If the District performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the District will bear the expense of District inspections or tests made at other than Contractor's or subcontractor's premises; provided, that in case of rejection, the District will not be liable for any reduction in the value of inspection or test samples.

(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest.

(f) The District has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship, are not suitable for the purposes intended, or otherwise not in conformity with contract requirements. The District may reject nonconforming supplies, at any time, with or without disposition instructions and regardless of any prior acceptances.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.

(h) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the District may either

(1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor; or,

(2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) If this contract provides for the performance of District quality assurance at source, and if requested by the District, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and (ii) when the supplies will be ready for District inspection.

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

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

(l) Inspections and tests by the District do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements. Acceptance shall be conclusive, except for latent defects, defects affecting fitness for a particular purpose, a failure of integration tests, a failure of system tests, a failure of any tests affecting performance, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the District, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or non-conforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement.

When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the District will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the District thereby. Notwithstanding the foregoing, in addition to all other remedies set forth herein, nothing herein shall be construed to limit the Contracting Officer's ability to assess liquidated damages.

Article 6. Inspection Of Services:

(a) Definition. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during contract performance and for as long afterwards as the contract requires.

(c) The District has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District will perform inspections and tests in a manner that will not unduly delay the work.

(d) If the District performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.

(e) If any of the services do not conform to the contract requirements, the District may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services are not corrected by performance, the District may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed. Further, the District may have the nonconforming services provided by a person or entity other than the Contractor and charge the cost of such performance to the Contractor. Finally, the District may require the repayment of

funds by the Contractor of any amounts paid for non-conforming services. The District's remedies hereunder are cumulative and are not exclusive.

(f) If the Contractor fails to promptly perform the services again or take the necessary action acceptable to the Contracting Officer to ensure future performance in conformity to contract requirements, the District may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the District, (2) assess liquidated damages, or (3) terminate the contract for default. The District's remedies hereunder are cumulative and are not exclusive.

Article 7. Waiver:

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

Article 8. Default:

(a) The District may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

(1) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(b) In the event the District terminates this contract in whole or in part as provided in paragraph (a) of this clause, the District may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or service similar to those so terminated, and the Contractor shall be liable to the District for any excess costs for similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the District or Federal Government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of the Contractor. If the failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

(d) If this contract is terminated as provided in paragraph (a) of this clause, the District, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the District, in the manner and to the extent directed by the Contracting Officer, (i) completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures plans, drawing information, and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the District has an interest.

Payment for completed supplies delivered to and accepted by the District will be at the contract price. Payment for manufacturing materials delivered to and accepted by the District will be at the contract price. Payment for manufacturing materials delivered to and accepted by the District and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". The District may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

(e) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination of convenience of the District, be the same as if the notice of termination had been issued pursuant to such clause. See Clause 20 for Termination for Convenience of the District.

(f) The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(g) As used in paragraph (c) of this clause, the terms "subcontractor(s)" means subcontractor(s) at any tier.

Article 9. Indemnification:

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

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

Disputes between the Contractor and any subcontractors, material suppliers, or any other third parties over payments allegedly owed by the Contractor to a third party shall be resolved exclusively between the Contractor and the third party; the Contractor shall permit no pass-through suits to be brought against the Government by a third party in the Contractor's name. However, nothing herein shall be construed to prevent the Contractor from paying a subcontractor's claim and seeking a timely equitable adjustment hereunder.

Article 10. Transfer:

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

Article 11. Taxes:

(a) The Government of the District of Columbia is exempt from and will not pay Federal Excise Tax, Transportation Tax, and the District of Columbia Sales and Use Taxes.

(b) Tax exemption certificates are no longer issued by the District for Federal Excise Tax. The following statement may be used by the supplier when claiming tax deductions for Federal Excise Tax exempt items sold to the District.

“The District of Columbia Government is Exempt from Federal Excise Tax –Registration No. 52-73-0206-K, Internal Revenue Service, Baltimore, Maryland.” Exempt From Maryland Sales Tax, Registered With The Comptroller Of The Treasury As Follows:

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

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

Article 12. Appointment of Attorney:

(a) The bidder/offeror or contractor (whichever the case may be) does hereby irrevocably designate and appoint the Clerk of the District of Columbia Superior Court and his successor in office as the true and lawful attorney of the Contractor for the purpose of receiving service of all notices and processes issued by any court in the District of Columbia, as well as service of all pleadings and other papers, in relation to any action or legal proceeding arising out of or pertaining to this contract or the work required or performed hereunder.

(b) The bidder/offeror or contractor (whichever the case may be) expressly agrees that the validity of any service upon the said Clerk as herein authorized shall not be affected either by the fact that the contractor was personally within the District of Columbia and otherwise subject to personal service at the time of such service upon the said Clerk or by the fact that the contractor failed to receive a copy of such process, notice or other paper so served upon the said Clerk provided the said Clerk shall have deposited in the United States mail, registered and postage prepaid, a copy of such process, notice, pleading or other paper addressed to the bidder/offeror or contractor at the address stated in this contract.

Article 13. Gratuities and District Employees Not To Benefit:

- A. If it is found by the Department that gratuities (in the form of entertainment, gifts, payment, offers of employment or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any official, employee or agent of the District with a view toward securing the Contract or any other contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of the Contract, the Department may, by written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract without liability and may pursue such other rights and remedies provided by law and under the Contract.
- B. In the event the Contract is terminated as provided above, the Department shall be entitled:
 - 1. to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor; and
 - 2. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Department) which shall be not less than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.

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

Article 14. Disputes:

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

B. Claims by a Contractor against the Government.

- (1) Claim, as used in Section B of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (a) All claims by a Contractor against the Government arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision.
- (b) Within 120 days after receipt of a claim, the Contracting Officer shall issue a decision, whenever possible taking into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (c) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period shall be deemed to be a denial of the claim and shall authorize the commencement of an appeal on the claim as otherwise provided.
- (d) (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the Government for an amount equal to the unsupported part of the claim in addition to all costs to the Government attributable to the cost of reviewing that part of the Contractor's claim.
(2) Liability under this section shall be determined within 6 years of the commission of the misrepresentation of fact or fraud.
- (e) All cost data, pricing data, and task data of claims hereunder must be certified as accurate, complete, required, and necessary to the best of the Contractor's knowledge and belief. Further, all task or work data in the claim must be described therein to the smallest unit of work or task. The Contracting Officer may require any additional certifications, descriptions or explanations of the claim.
- (f) The parties agree that time is of the essence and all claims hereunder must be presented to the Contracting Officer for a final decision within thirty (30) days of the occurrence of the circumstances giving rise to such claim or within thirty (30) days of when the Contractor knew

or should have known of the circumstances giving rise to such claim, otherwise compensation for that claim is waived.

(g) The parties agree that there shall be no claims for unabsorbed home office overhead.

(2) The Contractor's claim shall contain at least the following:

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

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

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

(d) The Contractor's request for relief or other action by the Contracting Officer.

(e) The certification of the accuracy, completeness, requirement, and necessity of all aspects of the claim.

(3) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor.

(4) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

C. Claims by the Government against a Contractor

(a) Claim as used in Section C of this clause, means a written demand or written assertion by the Government, including the Contracting Officer, seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. Nothing herein shall be construed to require the Government to notify the Contractor prior to the issuance of the Contracting Officer's final decision.

(b) (1) All claims by the Government against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer, who shall issue a decision in writing and furnish a copy of the decision to the Contractor.

(2) The decision shall be supported by reasons and shall inform the Contractor of his or her rights. Specific findings of fact shall not be required.

(3) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.

(4) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor.

(5) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

Article 15. Changes:

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

Article 16. Termination-Generally:

Termination, whether for default or convenience, is not a Government claim. The Contracting Officer may terminate a contract for default, in whole or in part, if the termination is in the best interests of the Government, and the Contractor does any of the following:

- (a) Fails to deliver the goods or complete the work or services within the time specified in the contract or any modification;
- (b) Fails to make sufficient progress on contract performance so as to endanger performance of the contract within the time specified or in the manner specified in the contract;
- (c) Fails or refuses to go forward with the work in accordance with the direction of the Contracting Officer;
- (d) Expresses through word or conduct an intention not to complete the work in accordance with the directions of the Contracting Officer;
- (e) Fails to perform any of the other provisions of the contract;
- (f) Materially deviates from the representations and capabilities set forth in the Contractor's response to the solicitation.

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

DELAYS—If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract, or any extension thereof, or fails to complete said work within specified time, the Government may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work involving the delay. In such event the Government may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may have been paid for by the Government or may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any liability to the Government resulting from his refusal or failure to complete the work within the specified time.

If fixed and agreed liquidated damages are provided in the Contract and if the Government does not so terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed and accepted.

The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

1. The delay in the completion the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, climatic conditions beyond the normal which

could be anticipated, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers (the term subcontractors or suppliers shall mean subcontractors or suppliers at any tier); and

2. The Contractor, within 72 hours from the beginning of any such delay, (unless the Contracting Officer grants a further period of time before the date of final payment under the Contract) notifies the Contracting Officer in writing of the causes of delay.

The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in Article 14 herein.

If, after notice of termination of the Contractor's right to proceed under the provisions of this Article, it is determined for any reason that the Contractor was not in default under the provisions of this Article, or that the delay was excusable under the provisions of this Article, the rights and obligations of the parties shall be in accordance with Article 6 herein. Failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of Article 7 herein.

The rights and remedies of the Government provided in this Article are in addition to any other rights and remedies provided by law or under the Contract.

Article 17. Termination For Convenience Of The District:

(a) The District may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the District's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all contracts to the extent they relate to the work terminated.

(4) Assign to the District, as directed by the Contracting Officer, all rights, title and interest of the Contractor under the subcontracts terminated, in which case the District will have the right to settle or pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts. The approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the District (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other materials produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract has been completed, would be required to be furnished to the District.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the District has or may acquire an interest. For items or components in the Contractor's possession that have not been delivered to the District, the Contractor must return those items to their vendor of origin and provide to the District all documentation of the return and all evidence of any restocking fees paid. Otherwise, such items and components must be inventoried and documented by part number or serial number and delivered to the Contracting Officer in the manner so instructed.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the District under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) After the expiration of thirty (30) days (or such longer period as may be agreed to) after receipt by the Contracting Officer of acceptable inventory schedules, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality of termination inventory not previously disposed of excluding items authorized for disposition by the Contracting Officer. The Contractor may request the District to remove those items or enter into an agreement for their storage. Within fifteen (15) days, the District will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within forty five (45) days from submission of the list, and shall correct the list, as necessary, before final settlement.

(d) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than ninety (90) days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 90 day period. In the event the Contractor was terminated for default and it asserts that it is entitled to a termination for convenience, its certified request for the conversion of the default termination to one for convenience and its certified termination settlement proposal must be submitted to the Contracting Officer prior to the expiration of 90 days from the date of the default termination. With respect to a termination for convenience, if the Contracting Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such one year period or extension thereof. Nothing herein shall be construed to extend the time for the submission of a claim hereunder for a defaulted Contractor beyond 90 days from the date of the default termination. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the Government's procedures in effect as of the date of execution of the Contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined. The Parties agree that such a determination is final and binding.

(e) Subject to paragraph (d) above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (e) or paragraph (f) below, exclusive of costs shown in subparagraph (f)(3) below, may not exceed the total contract price as reduced by (1) the amount of payment previously made and (2) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Paragraph (f) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(f) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination work, the Contracting Officer shall pay the Contractor the amounts determined by the

Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (e) above:

(1) The contract price for completed supplies or services accepted by the District (or sold or acquired under subparagraph (b)(9) above) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of: (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) above; (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (f)(1) above; and (iii) A sum, as profit on subparagraph f(1) above, determined by the Contracting Officer to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subparagraph (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable cost of settlement of the work terminated, including: (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data; (ii) The termination and settlement of subcontractors (excluding the amounts of such settlements); and (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(g) Except for normal spoilage, and except to the extent that the District expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (f) above, the fair value as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the District or to a buyer.

(h) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraphs (d), (f) or (j), except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (d) or (j), and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (d), (f) or (j), the District will pay the Contractor (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.

(i) In arriving at the amount due the Contractor under this clause, there shall be deducted:

(1) All unliquidated advances or other payments to the Contractor under the termination portion of the contract;

(2) Any claim which the District has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the District.

(j) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be submitted within ninety (90) days from the effective date of termination unless extended in writing by the Contracting Officer.

(k) (1) The District may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the

Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor shall be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the District upon demand together with interest computed at the rate of 10 percent (10%) per year. Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess payment is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

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

Article 18. Recovery Of Debts Owed The District:

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

Article 19. Retention and Examination Of Records:

The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of three (3) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer. The Contracting Officer, the Inspector General and the District of Columbia Auditor, or any of their duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to the contract.

Article 20. Non-Discrimination Clause:

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

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

(1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

(2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business. The affirmative action shall include, but not be limited to the following:

- (a) employment, upgrading or transfer;
- (b) recruitment, or recruitment advertising;
- (c) demotion, layoff, or termination;
- (d) rates of pay, or other forms of compensation; and
- (e) selection for training and apprenticeship.

(3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections (b)(1) and (b)(2) concerning non-discrimination and affirmative action.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection (b)(2).

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

(6) The Contractor agrees to permit access to his books, records and accounts pertaining to his employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.

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

(8) The Contractor shall include in every subcontract the equal opportunity clauses, subsections (b)(1) through (b)(9) of this section, so that such provisions shall be binding upon each subcontractor or vendor.

(9) The Contractor shall take such action with respect to any subcontract as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is

threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

Article 21. Definitions:

(a)The term “District” or “Government” will mean the District of Columbia Department of General Services.

(b)The term “Mayor” will mean the Mayor of the District of Columbia.

(c)The term “Chief Procurement Officer” or “Contracting Officer” will be the Director of the Department of General Services or his/her designee.

(d)The term “Board” or “CAB” means the Contract Appeals Board of the District of Columbia.

(e)If the Contractor is an individual, the term Contractor shall mean the Contractor, his heirs, his representatives, his executor and his administrator. If the Contractor is a corporation, the term Contractor shall mean the Contractor and its successors and assigns.

Article 22. Health And Safety Standards:

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

Article 23. Appropriation Of Funds:

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

Article 24. [intentionally omitted]

Article 25. Service Contract Act of 1965:

(a) Definitions. “Act,” as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. §351, *et seq.*).

(1) “Contractor,” as used in this clause, means the prime Contractor or any subcontractor at any tier.

(2) “Service employee,” as used in this clause, means any person (other than a person employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR 541) engaged in performing a District contract not exempted under 41 U.S.C. §356, the principal purpose of which is to furnish services in the United States, as defined in section 22.1001 of the Federal Acquisition Regulation. It includes all such persons regardless of the actual or alleged contractual relationship between them and a contractor.

(b) Applicability. To the extent that the Act applies, this contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (20 CFR part 4). All interpretations of the Act in Subpart C of 29 CFR 4 are incorporated in this contract by reference. This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. §356, as interpreted in Subpart C of 29 CFR 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of

Labor or the Secretary's authorized representative, as specified in any wage determination attached to this contract.

(2) If a wage determination is attached to this contract, the Contractor shall classify any class of service employees not listed in it, but to be employed under this contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph. This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee:

(a) The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration (ESA), Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary;

(b) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contracting Officer with a written copy of such determination or it shall be posted as a part of the wage determination;

(c) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed;

(d) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds to a contract under which the classification in question was previously conformed pursuant to this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in this clause need not be followed;

(e) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended;

(f) The wage rate and fringe benefits finally determined under this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract;

(g) Upon discovery of failure to comply with this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) If the term of this contract is more than 1 year, the minimum wages and fringe benefits required for service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by ESA.

(4) The Contractor can discharge the obligation to furnish fringe benefits specified in the attachment or determined under paragraph (2) of this clause by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, in accordance with Subpart B and C of 29 CFR 4.

(d) Minimum wage: In the absence of a minimum wage attachment for this contract, the Contractor shall not pay any service or other employees performing this contract less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §206). Nothing in this clause shall relieve the Contractor of any other legal or contractual obligation to pay a higher wage to any employee.

(e) Successor contracts: If this contract succeeds a contract subject to the Act under which substantially the same services were furnished and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, then, in the absence of a minimum wage attachment to this contract, the Contractor may not pay any service employee performing this contract less than the wages and benefits, including those accrued and any prospective increases, provided for under that agreement. No Contractor may be relieved of this obligation unless the limitations of 29 CFR 4.1c(b) apply or unless the Secretary of Labor or the Secretary's authorized representative:

(1) Determines that the agreement under the predecessor was not the result of arms-length negotiations; or

(2) Finds, after a hearing under 29 CFR 4.10, that the wages and benefits provided for by that agreement vary substantially from those prevailing for similar services in the locality or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and 4.11 and parts 6 and 8 that some or all of the wages and fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of

Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(f) Notification to employees: The Contractor shall notify each service employee commencing work on this contract of a minimum wage and any fringe benefits required to be paid, or shall post a notice of these wages and benefits in a prominent and accessible place at the worksite, using such poster as may be provided by the Department of Labor.

(g) Safe and sanitary working conditions: The Contractor shall not permit services called for by this contract to be performed in buildings or surroundings or underworking conditions provided by or under the control or supervision of the Contractor that are unsanitary, hazardous, or dangerous to the health or safety of service employees. The Contractor shall comply with the health standards applied under 29 CFR Part 1925.

(h) Records: The Contractor shall maintain for 3 years from the completion of work, and make available for inspection and transcription by authorized ESA representatives, a record of the following:

(1) For each employee subject to the Act:

(a) Name and address;

(b) Work classification or classifications, rate or rates of wages and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(c) Daily and weekly hours worked; and

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

(2) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by ESA under the terms of paragraph (c)(3) of this clause. A copy of the report required by paragraph (e) of this clause will fulfill this requirement.

(3) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by this clause. The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division. Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases. The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(i) Pay periods: The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(j) Withholding of payments and termination of contract: The Contracting Officer shall withhold from the prime Contractor under this or any other District contract with the prime contractor any sums the Contracting Officer, or an appropriate officer of the Labor Department, decides may be necessary to pay

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

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

(l) Contractor's report:

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

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

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

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

(1)(i) In accordance with regulations issued under Section 14 of the Fair Labor Standards Act of 1938 by the Administrator of the Wage and Hour Division, ESA (29 CFR 520, 521, 524, and 525), apprentices, student learners, and workers whose earning capacity is impaired by age or by physical or mental deficiency or injury, may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act, without diminishing any fringe benefits or payments in lieu of these benefits required under section 2(a)(2) of the Act.

(ii) The Administrator will issue certificates under the Act for employing apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages, but without changing requirements concerning fringe benefits or supplementary cash payments in lieu of these benefits.

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

(2) An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips shall be credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with regulations in

29 CFR 531. However, the amount of credit shall not exceed 40 percent of the minimum rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 as amended.

Article 26. Cost and Pricing Data:

(a) This paragraph and paragraphs (b) through (e) below shall apply to contractors or offerors in regards to: (1) any procurement in excess of \$100,000, (2) any contract awarded through competitive sealed proposals, (3) any contract awarded through sole source procurement, or (4) any change order or contract modification. In its response to a solicitation, submission of an offer, submission of any proposed change, submission of any proposed modification, and submission of any request for an equitable adjustment, the Contractor or offeror must certify that, to the best of the Contractor's or offeror's knowledge and belief, any cost and pricing data submitted was accurate, complete and current as of the date specified in the contract, offer, proposed change, proposed modification and or request for an equitable adjustment.

(b) Unless otherwise provided in the solicitation, the offeror or Contractor shall, before entering into any contract awarded through competitive sealed proposals or through sole source procurement or before negotiating any price adjustments pursuant to a change order or modification, submit cost or pricing data and certification that, to the best of the Contractor's knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of the date of award of this contract or as of the date of negotiation of the change order or modification.

(c) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified by the Contractor, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified by the Contractor, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(d) Any reduction in the contract price under paragraph (c) above due to defective data from a prospective subcontractor that was not subsequently awarded, the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided that the actual subcontract price was not itself affected by defective cost or pricing data.

(e) Cost or pricing data includes all facts as of the time of price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental, and are therefore verifiable. While they do not indicate the accuracy of the prospective Contractor's judgment about estimated future costs or projections, cost or pricing data do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.

(f) The following specific information should be included as cost or pricing data, as applicable:

- (1) Vendor quotations;
- (2) Nonrecurring costs;
- (3) Information on changes in production methods or purchasing volume;
- (4) Data supporting projections of business prospects and objectives and related operations costs;

(5) Unit – cost trends such as those associated with labor efficiency and complete breakdown of unit prices;

(6) Make or buy decisions;

(7) Estimated resources to attain business goals;

(8) Information on management decisions that could have a significant bearing on costs.

(g) If the offeror or contractor is required by law to submit cost or pricing data in connection with pricing this contract or any change order or modification of this contract, the Contracting Officer or representatives of the Contracting Officer shall have the right to examine all books, records, documents and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the contract, change order or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. Contractor shall make available at its office at all reasonable times the materials described above for examination, audit, or reproduction until three years after the later of:

(1) final payment under the contract;

(2) final termination settlement; or

(3) the final disposition of any appeals under the disputes clause or of litigation or the settlement of claims arising under or relating to the contract.

Article 27. Multiyear Contract:

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

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

Article 28. Termination Of Contracts For Certain Crimes And Violations:

(a) The District may terminate without liability any contract and may deduct from the contract price or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid in violation of this title if:

(1) The Contractor has been convicted of a crime arising out of or in connection with the procurement of any work to be done or any payment to be made under the contract; or

(2) There has been any breach or violation of:

(A) Any provision of the Procurement Practices Act of 1985, as amended, or

(B) The contract provision against contingent fees.

(b) If a contract is terminated pursuant to this section, the Contractor:

(1) May be paid only the actual costs of the work performed to the date of termination, plus termination costs, if any; and

(2) Shall refund all profits or fixed fees realized under the Contract.

(c) The rights and remedies contained in this are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

Article 29. Administrative Liquidated Damages:

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

Article 30. Force Majeure:

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

Article 31. Additional Bond Security:

If any surety upon any bond furnished in connection with the Contract becomes unacceptable to the Government, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the Government, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Government and of persons supplying labor or materials in the prosecution of the work contemplated by the Contract. Provided that upon the failure of the Contractor to furnish such additional security within ten (10) days after written notice so to do, all payments under the Contract will be withheld until such additional security is furnished.

Article 32. Anti-Competitive Practices and Anti-Kickback Provisions:

- A. The Contractor recognizes the need for markets to operate competitively and shall observe and shall comply with all applicable law, rules, and regulations prohibiting anti-competitive practices. The Contractor shall not engage, directly or indirectly, in collusion or other anti-competitive practices that reduces or eliminates competition or restrains trade. The Department shall report to the appropriate authority any activity that evidences a violation of the antitrust laws, and take such other further action to which it is entitled or obligated under the law.
- B. The Contractor shall observe and comply with all applicable law, rules, and regulations prohibiting kickbacks and, without limiting the foregoing, Contractor shall not (i) provide or attempt to provide or offer to provide any kickback; (ii) solicit, accept, or attempt to accept any kickback; or (iii) include, directly or indirectly, the amount of any kickback in the contract price charged by Contractor or a Subcontractor of the Contractor to the Department. The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this subparagraph in its own operations and direct business relationships. The Department may take any recourse available to it under the law for violations of this anti-kickback provision.

- C. The Contractor represents and warrants that it did not, directly or indirectly, engage in any collusive or other anti-competitive behavior in connection with the bid, negotiation or award of the Contract. In the event the Department determines that there has been a violation of these provisions, it may terminate the contract without liability.

ARTICLE 33. Ethical Standards for Department's Employees and Former Employees:

The Department expects the Contractor to observe the highest ethical standards and to comply with all applicable law, rules, and regulations governing ethical conduct or conflicts of interest. Neither the Contractor, nor any person associated with the Contractor, shall provide (or seek reimbursement for) any gift, gratuity, favor, entertainment, loan or other thing of value to any employee of the District or the Department not in conformity with applicable law, rules or regulations. The Contractor shall not engage the services of any person or persons in the employment of the Department or the District for any Work required, contemplated or performed under the Contract. The Contractor may not assign to any former Department or District employee or agent who has joined the Contractor's firm any matter on which the former employee, while in the employ of the Department, had material or substantial involvement in the matter. The Contractor may request a waiver to permit the assignment of such matters to former Department personnel on a case-by-case basis. The Contractor shall include in every subcontract a provision substantially similar to this section so that such provisions shall be binding upon each Subcontractor or vendor.

ARTICLE 34. Construction:

The Contract shall be construed fairly as to all parties and not in favor of or against any party, regardless of which party prepared the Contract.

ARTICLE 35. Survival:

All agreements warranties, and representations of the Contractor contained in the Contract or in any certificate or document furnished pursuant to the Contract shall survive termination or expiration of the Contract.

ARTICLE 36. Remedies Cumulative:

Unless specifically provided to the contrary in the Contract, all remedies set forth in the Contract are cumulative and not exclusive of any other remedy the Government may have, including, without limitation, at law or in equity. The Government's rights and remedies will be exercised at its sole discretion, and shall not be regarded as conferring any obligation on the Government's to exercise those rights or remedies for the benefit of the Contractor or any other person or entity.

ARTICLE 37. Entire Agreement; Modification:

The Contract supersedes all contemporaneous or prior negotiations, representations, course of dealing, or agreements, either written or oral. No modifications to the Contract shall be effective against the Department unless made in writing signed by both the Department and the Contractor, unless otherwise expressly provided to the contrary in the Contract. Nothing herein shall be construed to limit the Department's right to issue unilateral modifications to the contract.

ARTICLE 38. Severability:

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Contract, and in lieu of each such invalid, illegal or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable; each part of this Contract is intended to be severable.

Attachment J.3

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

Daniel W. Simms Division of | Wage Determination No.: 2015-4281
 Director Wage Determinations | Revision No.: 24
 Date Of Last Revision: 06/27/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

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| If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022: | With certain exceptions Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$15.00 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 2022. |
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| If the contract is entered into on or after January 30 2022 or the 2022 and the contract is not renewed or extended on or after January 30 2022: | With certain exceptions Executive Order 13658 applies to the contract. The contractor must pay all covered workers at least \$11.25 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 2022. |
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The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

States: District of Columbia Maryland Virginia

Area: District of Columbia Statewide
 Maryland Counties of Calvert Charles Prince George's
 Virginia Counties of Alexandria Arlington Fairfax Falls Church Fauquier Loudoun Manassas Manassas Park Prince William Stafford

****Fringe Benefits Required Follow the Occupational Listing****

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 19.39 |
| 01012 - Accounting Clerk II | | 21.79 |
| 01013 - Accounting Clerk III | | 24.36 |
| 01020 - Administrative Assistant | | 37.47 |
| 01035 - Court Reporter | | 28.71 |
| 01041 - Customer Service Representative I | | 16.73 |
| 01042 - Customer Service Representative II | | 18.25 |
| 01043 - Customer Service Representative III | | 20.48 |
| 01051 - Data Entry Operator I | | 16.64 |
| 01052 - Data Entry Operator II | | 18.16 |
| 01060 - Dispatcher Motor Vehicle | | 23.00 |
| 01070 - Document Preparation Clerk | | 18.23 |
| 01090 - Duplicating Machine Operator | | 18.23 |

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| 01111 - General Clerk I | 17.51 |
| 01112 - General Clerk II | 19.12 |
| 01113 - General Clerk III | 21.47 |
| 01120 - Housing Referral Assistant | 25.33 |
| 01141 - Messenger Courier | 19.79 |
| 01191 - Order Clerk I | 16.71 |
| 01192 - Order Clerk II | 18.23 |
| 01261 - Personnel Assistant (Employment) I | 19.76 |
| 01262 - Personnel Assistant (Employment) II | 22.10 |
| 01263 - Personnel Assistant (Employment) III | 24.63 |
| 01270 - Production Control Clerk | 26.81 |
| 01290 - Rental Clerk | 18.17 |
| 01300 - Scheduler Maintenance | 20.31 |
| 01311 - Secretary I | 20.31 |
| 01312 - Secretary II | 22.72 |
| 01313 - Secretary III | 25.33 |
| 01320 - Service Order Dispatcher | 20.56 |
| 01410 - Supply Technician | 37.47 |
| 01420 - Survey Worker | 21.30 |
| 01460 - Switchboard Operator/Receptionist | 17.45 |
| 01531 - Travel Clerk I | 19.03 |
| 01532 - Travel Clerk II | 20.71 |
| 01533 - Travel Clerk III | 22.45 |
| 01611 - Word Processor I | 18.62 |
| 01612 - Word Processor II | 20.92 |
| 01613 - Word Processor III | 23.39 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer Fiberglass | 28.60 |
| 05010 - Automotive Electrician | 26.35 |
| 05040 - Automotive Glass Installer | 24.82 |
| 05070 - Automotive Worker | 24.82 |
| 05110 - Mobile Equipment Servicer | 21.35 |
| 05130 - Motor Equipment Metal Mechanic | 27.74 |
| 05160 - Motor Equipment Metal Worker | 24.82 |
| 05190 - Motor Vehicle Mechanic | 27.74 |
| 05220 - Motor Vehicle Mechanic Helper | 19.53 |
| 05250 - Motor Vehicle Upholstery Worker | 23.17 |
| 05280 - Motor Vehicle Wrecker | 24.82 |
| 05310 - Painter Automotive | 26.35 |
| 05340 - Radiator Repair Specialist | 24.82 |
| 05370 - Tire Repairer | 15.88 |
| 05400 - Transmission Repair Specialist | 27.74 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 17.31 |
| 07041 - Cook I | 17.78 |
| 07042 - Cook II | 20.67 |
| 07070 - Dishwasher | 14.59*** |
| 07130 - Food Service Worker | 14.77*** |
| 07210 - Meat Cutter | 20.41 |
| 07260 - Waiter/Waitress | 14.12*** |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 23.06 |
| 09040 - Furniture Handler | 14.06*** |
| 09080 - Furniture Refinisher | 22.12 |
| 09090 - Furniture Refinisher Helper | 16.39 |
| 09110 - Furniture Repairer Minor | 19.45 |
| 09130 - Upholsterer | 19.86 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner Vehicles | 14.32*** |
| 11060 - Elevator Operator | 15.64 |
| 11090 - Gardener | 23.36 |
| 11122 - Housekeeping Aide | 15.64 |
| 11150 - Janitor | 15.64 |
| 11210 - Laborer Grounds Maintenance | 17.44 |
| 11240 - Maid or Houseman | 14.58*** |

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| 11260 - Pruner | 16.35 |
| 11270 - Tractor Operator | 21.37 |
| 11330 - Trail Maintenance Worker | 17.44 |
| 11360 - Window Cleaner | 16.64 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 23.71 |
| 12011 - Breath Alcohol Technician | 25.31 |
| 12012 - Certified Occupational Therapist Assistant | 35.59 |
| 12015 - Certified Physical Therapist Assistant | 30.02 |
| 12020 - Dental Assistant | 23.78 |
| 12025 - Dental Hygienist | 50.57 |
| 12030 - EKG Technician | 37.13 |
| 12035 - Electroneurodiagnostic Technologist | 37.13 |
| 12040 - Emergency Medical Technician | 23.71 |
| 12071 - Licensed Practical Nurse I | 22.63 |
| 12072 - Licensed Practical Nurse II | 25.31 |
| 12073 - Licensed Practical Nurse III | 28.22 |
| 12100 - Medical Assistant | 18.95 |
| 12130 - Medical Laboratory Technician | 28.82 |
| 12160 - Medical Record Clerk | 22.95 |
| 12190 - Medical Record Technician | 27.06 |
| 12195 - Medical Transcriptionist | 20.72 |
| 12210 - Nuclear Medicine Technologist | 43.13 |
| 12221 - Nursing Assistant I | 13.87*** |
| 12222 - Nursing Assistant II | 15.59 |
| 12223 - Nursing Assistant III | 17.01 |
| 12224 - Nursing Assistant IV | 19.11 |
| 12235 - Optical Dispenser | 25.02 |
| 12236 - Optical Technician | 21.36 |
| 12250 - Pharmacy Technician | 18.40 |
| 12280 - Phlebotomist | 21.37 |
| 12305 - Radiologic Technologist | 37.13 |
| 12311 - Registered Nurse I | 30.40 |
| 12312 - Registered Nurse II | 36.78 |
| 12313 - Registered Nurse II Specialist | 36.78 |
| 12314 - Registered Nurse III | 44.14 |
| 12315 - Registered Nurse III Anesthetist | 44.14 |
| 12316 - Registered Nurse IV | 52.91 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 31.36 |
| 12320 - Substance Abuse Treatment Counselor | 28.68 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 24.30 |
| 13012 - Exhibits Specialist II | 30.10 |
| 13013 - Exhibits Specialist III | 36.82 |
| 13041 - Illustrator I | 22.26 |
| 13042 - Illustrator II | 27.57 |
| 13043 - Illustrator III | 33.73 |
| 13047 - Librarian | 42.46 |
| 13050 - Library Aide/Clerk | 17.98 |
| 13054 - Library Information Technology Systems Administrator | 38.33 |
| 13058 - Library Technician | 23.37 |
| 13061 - Media Specialist I | 27.67 |
| 13062 - Media Specialist II | 30.94 |
| 13063 - Media Specialist III | 34.50 |
| 13071 - Photographer I | 20.30 |
| 13072 - Photographer II | 22.87 |
| 13073 - Photographer III | 28.64 |
| 13074 - Photographer IV | 34.67 |
| 13075 - Photographer V | 41.62 |
| 13090 - Technical Order Library Clerk | 22.57 |
| 13110 - Video Teleconference Technician | 30.04 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 22.89 |
| 14042 - Computer Operator II | 25.63 |

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| 14043 - Computer Operator III | | 28.56 |
| 14044 - Computer Operator IV | | 31.72 |
| 14045 - Computer Operator V | | 35.16 |
| 14071 - Computer Programmer I | (see 1) | 26.99 |
| 14072 - Computer Programmer II | (see 1) | |
| 14073 - Computer Programmer III | (see 1) | |
| 14074 - Computer Programmer IV | (see 1) | |
| 14101 - Computer Systems Analyst I | (see 1) | |
| 14102 - Computer Systems Analyst II | (see 1) | |
| 14103 - Computer Systems Analyst III | (see 1) | |
| 14150 - Peripheral Equipment Operator | | 22.89 |
| 14160 - Personal Computer Support Technician | | 31.72 |
| 14170 - System Support Specialist | | 38.69 |
| 15000 - Instructional Occupations | | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | | 36.47 |
| 15020 - Aircrew Training Devices Instructor (Rated) | | 44.06 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | | 52.81 |
| 15050 - Computer Based Training Specialist / Instructor | | 36.47 |
| 15060 - Educational Technologist | | 46.20 |
| 15070 - Flight Instructor (Pilot) | | 52.81 |
| 15080 - Graphic Artist | | 36.01 |
| 15085 - Maintenance Test Pilot Fixed Jet/Prop | | 51.76 |
| 15086 - Maintenance Test Pilot Rotary Wing | | 51.76 |
| 15088 - Non-Maintenance Test/Co-Pilot | | 51.76 |
| 15090 - Technical Instructor | | 31.61 |
| 15095 - Technical Instructor/Course Developer | | 38.67 |
| 15110 - Test Proctor | | 25.52 |
| 15120 - Tutor | | 25.52 |
| 16000 - Laundry Dry-Cleaning Pressing And Related Occupations | | |
| 16010 - Assembler | | 17.13 |
| 16030 - Counter Attendant | | 17.13 |
| 16040 - Dry Cleaner | | 19.57 |
| 16070 - Finisher Flatwork Machine | | 17.13 |
| 16090 - Presser Hand | | 17.13 |
| 16110 - Presser Machine Drycleaning | | 17.13 |
| 16130 - Presser Machine Shirts | | 17.13 |
| 16160 - Presser Machine Wearing Apparel Laundry | | 17.13 |
| 16190 - Sewing Machine Operator | | 20.38 |
| 16220 - Tailor | | 21.20 |
| 16250 - Washer Machine | | 17.94 |
| 19000 - Machine Tool Operation And Repair Occupations | | |
| 19010 - Machine-Tool Operator (Tool Room) | | 29.55 |
| 19040 - Tool And Die Maker | | 35.89 |
| 21000 - Materials Handling And Packing Occupations | | |
| 21020 - Forklift Operator | | 22.18 |
| 21030 - Material Coordinator | | 26.81 |
| 21040 - Material Expediter | | 26.81 |
| 21050 - Material Handling Laborer | | 15.98 |
| 21071 - Order Filler | | 16.60 |
| 21080 - Production Line Worker (Food Processing) | | 22.18 |
| 21110 - Shipping Packer | | 18.17 |
| 21130 - Shipping/Receiving Clerk | | 18.17 |
| 21140 - Store Worker I | | 16.31 |
| 21150 - Stock Clerk | | 20.29 |
| 21210 - Tools And Parts Attendant | | 22.18 |
| 21410 - Warehouse Specialist | | 22.18 |
| 23000 - Mechanics And Maintenance And Repair Occupations | | |
| 23010 - Aerospace Structural Welder | | 40.71 |
| 23019 - Aircraft Logs and Records Technician | | 32.27 |
| 23021 - Aircraft Mechanic I | | 38.65 |
| 23022 - Aircraft Mechanic II | | 40.71 |
| 23023 - Aircraft Mechanic III | | 42.69 |
| 23040 - Aircraft Mechanic Helper | | 27.20 |
| 23050 - Aircraft Painter | | 36.70 |
| 23060 - Aircraft Servicer | | 32.27 |

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| 23070 - Aircraft Survival Flight Equipment Technician | 36.70 |
| 23080 - Aircraft Worker | 34.57 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | 34.57 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | 38.65 |
| 23110 - Appliance Mechanic | 22.74 |
| 23120 - Bicycle Repairer | 17.40 |
| 23125 - Cable Splicer | 36.39 |
| 23130 - Carpenter Maintenance | 27.29 |
| 23140 - Carpet Layer | 22.54 |
| 23160 - Electrician Maintenance | 29.95 |
| 23181 - Electronics Technician Maintenance I | 32.91 |
| 23182 - Electronics Technician Maintenance II | 34.94 |
| 23183 - Electronics Technician Maintenance III | 36.78 |
| 23260 - Fabric Worker | 25.98 |
| 23290 - Fire Alarm System Mechanic | 29.84 |
| 23310 - Fire Extinguisher Repairer | 23.94 |
| 23311 - Fuel Distribution System Mechanic | 37.07 |
| 23312 - Fuel Distribution System Operator | 28.53 |
| 23370 - General Maintenance Worker | 23.48 |
| 23380 - Ground Support Equipment Mechanic | 38.65 |
| 23381 - Ground Support Equipment Servicer | 32.27 |
| 23382 - Ground Support Equipment Worker | 34.57 |
| 23391 - Gunsmith I | 23.94 |
| 23392 - Gunsmith II | 27.83 |
| 23393 - Gunsmith III | 31.11 |
| 23410 - Heating Ventilation And Air-Conditioning Mechanic | 30.17 |
| 23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility) | 31.78 |
| 23430 - Heavy Equipment Mechanic | 29.18 |
| 23440 - Heavy Equipment Operator | 26.20 |
| 23460 - Instrument Mechanic | 33.14 |
| 23465 - Laboratory/Shelter Mechanic | 29.55 |
| 23470 - Laborer | 16.48 |
| 23510 - Locksmith | 32.72 |
| 23530 - Machinery Maintenance Mechanic | 30.29 |
| 23550 - Machinist Maintenance | 30.16 |
| 23580 - Maintenance Trades Helper | 18.27 |
| 23591 - Metrology Technician I | 33.14 |
| 23592 - Metrology Technician II | 34.91 |
| 23593 - Metrology Technician III | 36.61 |
| 23640 - Millwright | 29.89 |
| 23710 - Office Appliance Repairer | 22.96 |
| 23760 - Painter Maintenance | 22.38 |
| 23790 - Pipefitter Maintenance | 30.60 |
| 23810 - Plumber Maintenance | 29.07 |
| 23820 - Pneudraulic Systems Mechanic | 31.11 |
| 23850 - Rigger | 31.05 |
| 23870 - Scale Mechanic | 27.83 |
| 23890 - Sheet-Metal Worker Maintenance | 29.04 |
| 23910 - Small Engine Mechanic | 22.69 |
| 23931 - Telecommunications Mechanic I | 37.06 |
| 23932 - Telecommunications Mechanic II | 39.03 |
| 23950 - Telephone Lineman | 37.13 |
| 23960 - Welder Combination Maintenance | 27.58 |
| 23965 - Well Driller | 27.13 |
| 23970 - Woodcraft Worker | 31.11 |
| 23980 - Woodworker | 23.94 |
| 24000 - Personal Needs Occupations | |
| 24550 - Case Manager | 20.75 |
| 24570 - Child Care Attendant | 15.17 |
| 24580 - Child Care Center Clerk | 18.91 |
| 24610 - Chore Aide | 14.42*** |

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| 24620 - Family Readiness And Support Services Coordinator | 20.75 |
| 24630 - Homemaker | 20.75 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 37.98 |
| 25040 - Sewage Plant Operator | 28.29 |
| 25070 - Stationary Engineer | 37.98 |
| 25190 - Ventilation Equipment Tender | 26.74 |
| 25210 - Water Treatment Plant Operator | 28.29 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 23.83 |
| 27007 - Baggage Inspector | 19.39 |
| 27008 - Corrections Officer | 29.35 |
| 27010 - Court Security Officer | 30.66 |
| 27030 - Detection Dog Handler | 21.69 |
| 27040 - Detention Officer | 29.35 |
| 27070 - Firefighter | 31.96 |
| 27101 - Guard I | 19.39 |
| 27102 - Guard II | 21.69 |
| 27131 - Police Officer I | 33.25 |
| 27132 - Police Officer II | 36.96 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 16.91 |
| 28042 - Carnival Equipment Repairer | 18.48 |
| 28043 - Carnival Worker | 12.94*** |
| 28210 - Gate Attendant/Gate Tender | 18.07 |
| 28310 - Lifeguard | 12.75*** |
| 28350 - Park Attendant (Aide) | 20.22 |
| 28510 - Recreation Aide/Health Facility Attendant | 14.76*** |
| 28515 - Recreation Specialist | 25.05 |
| 28630 - Sports Official | 16.10 |
| 28690 - Swimming Pool Operator | 21.48 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 34.82 |
| 29020 - Hatch Tender | 34.82 |
| 29030 - Line Handler | 34.82 |
| 29041 - Stevedore I | 32.51 |
| 29042 - Stevedore II | 36.97 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist Center (HFO) (see 2) | 46.70 |
| 30011 - Air Traffic Control Specialist Station (HFO) (see 2) | 32.20 |
| 30012 - Air Traffic Control Specialist Terminal (HFO) (see 2) | 35.47 |
| 30021 - Archeological Technician I | 20.86 |
| 30022 - Archeological Technician II | 23.34 |
| 30023 - Archeological Technician III | 28.90 |
| 30030 - Cartographic Technician | 28.90 |
| 30040 - Civil Engineering Technician | 32.88 |
| 30051 - Cryogenic Technician I | 32.01 |
| 30052 - Cryogenic Technician II | 35.36 |
| 30061 - Drafter/CAD Operator I | 20.86 |
| 30062 - Drafter/CAD Operator II | 23.34 |
| 30063 - Drafter/CAD Operator III | 26.01 |
| 30064 - Drafter/CAD Operator IV | 32.01 |
| 30081 - Engineering Technician I | 22.92 |
| 30082 - Engineering Technician II | 25.72 |
| 30083 - Engineering Technician III | 28.79 |
| 30084 - Engineering Technician IV | 35.64 |
| 30085 - Engineering Technician V | 43.61 |
| 30086 - Engineering Technician VI | 52.76 |
| 30090 - Environmental Technician | 28.90 |
| 30095 - Evidence Control Specialist | 28.90 |
| 30210 - Laboratory Technician | 28.21 |
| 30221 - Latent Fingerprint Technician I | 37.63 |
| 30222 - Latent Fingerprint Technician II | 41.56 |
| 30240 - Mathematical Technician | 35.01 |

| | |
|---|---------------|
| 30361 - Paralegal/Legal Assistant I | 23.32 |
| 30362 - Paralegal/Legal Assistant II | 28.90 |
| 30363 - Paralegal/Legal Assistant III | 35.35 |
| 30364 - Paralegal/Legal Assistant IV | 42.76 |
| 30375 - Petroleum Supply Specialist | 35.36 |
| 30390 - Photo-Optics Technician | 28.90 |
| 30395 - Radiation Control Technician | 35.36 |
| 30461 - Technical Writer I | 28.83 |
| 30462 - Technical Writer II | 35.27 |
| 30463 - Technical Writer III | 42.68 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 29.68 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 35.91 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 43.04 |
| 30494 - Unexploded (UXO) Safety Escort | 29.68 |
| 30495 - Unexploded (UXO) Sweep Personnel | 29.68 |
| 30501 - Weather Forecaster I | 32.01 |
| 30502 - Weather Forecaster II | 38.93 |
| 30620 - Weather Observer Combined Upper Air Or | (see 2) 26.01 |
| Surface Programs | |
| 30621 - Weather Observer Senior | (see 2) 28.90 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31010 - Airplane Pilot | 35.91 |
| 31020 - Bus Aide | 16.18 |
| 31030 - Bus Driver | 23.52 |
| 31043 - Driver Courier | 20.34 |
| 31260 - Parking and Lot Attendant | 15.09 |
| 31290 - Shuttle Bus Driver | 19.93 |
| 31310 - Taxi Driver | 17.71 |
| 31361 - Truckdriver Light | 22.24 |
| 31362 - Truckdriver Medium | 24.14 |
| 31363 - Truckdriver Heavy | 23.78 |
| 31364 - Truckdriver Tractor-Trailer | 23.78 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Cabin Safety Specialist | 17.51 |
| 99030 - Cashier | 13.79*** |
| 99050 - Desk Clerk | 14.61*** |
| 99095 - Embalmer | 34.10 |
| 99130 - Flight Follower | 29.68 |
| 99251 - Laboratory Animal Caretaker I | 16.35 |
| 99252 - Laboratory Animal Caretaker II | 17.88 |
| 99260 - Marketing Analyst | 37.55 |
| 99310 - Mortician | 34.10 |
| 99410 - Pest Controller | 21.91 |
| 99510 - Photofinishing Worker | 18.65 |
| 99710 - Recycling Laborer | 22.98 |
| 99711 - Recycling Specialist | 28.16 |
| 99730 - Refuse Collector | 20.81 |
| 99810 - Sales Clerk | 14.24*** |
| 99820 - School Crossing Guard | 18.02 |
| 99830 - Survey Party Chief | 31.00 |
| 99831 - Surveying Aide | 19.26 |
| 99832 - Surveying Technician | 29.45 |
| 99840 - Vending Machine Attendant | 17.03 |
| 99841 - Vending Machine Repairer | 21.64 |
| 99842 - Vending Machine Repairer Helper | 17.03 |

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00 per hour) or 13658 (\$11.25 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into

with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour up to 40 hours per week or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour up to 40 hours per week or \$176.40 per week or \$764.40 per month*

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

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

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

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

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive administrative or professional capacity as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17) this wage determination may not include wage rates for all occupations within those job families. In such instances a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry and are not determinative of whether an employee is an exempt computer professional. To be exempt computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

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

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

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

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

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14 2006)). Accordingly this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of ""wash and wear"" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

Attachment J.4

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, FAMILIAL STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS.

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

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

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

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

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

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

AUTHORIZED OFFICIAL AND TITLE

DATE

AUTHORIZED SIGNATURE NAME

FIRM/ORGANIZATION

CONTRACTOR'S LETTERHEAD

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

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

CONTRACTOR

NAME

SIGNATURE

TITLE

CONTRACT NUMBER

DATE

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER INFORMATION REPORT

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

SECTION D – EMPLOYMENT DATA

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

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

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE.

DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT
CONTRACT COMPLIANCE DIVISION

SUBCONTRACT SUMMARY FORM

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

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

SOLICITATION NO: _____

PROJECTED GOALS AND TIMETABLES FOR FUTURE HIRING

| MINORITY GROUP 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> | | | | | | | | | |

Attachment J.5



SBE SUBCONTRACTING PLAN

INSTRUCTIONS: All construction & non-construction contracts for **government-assisted projects (agency contracts & private projects 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), and 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, and extension, it can only be amended by the Director of the Department of Small & Local Business Development

SUBMISSION OF CBE PLAN:

- ◇ For **agency** solicitations – submit to agency with bid/proposal.
- ◇ For **agency** options & extensions – submit to agency before option or extension exercised.
- ◇ For **public private projects** – submit to DSLBD, agency project manager and 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.**

SUBCONTRACTING CREDIT PURSUANT D.C. LAW 24-39:

Pursuant to the Coronavirus Support Temporary Amendment Act of 2021 and the Public Emergency Extension and Eviction and Utility Moratorium Phasing Emergency Amendment Act of 2021, contracts awarded during the Public Health Emergency shall receive credit as follows:

- (1) For every dollar expended by a beneficiary with a resident-owned business, the beneficiary shall receive a credit for \$1.10 against the CBE minimum expenditure.
- (2) For every dollar expended by a beneficiary with a disadvantaged business enterprise, the beneficiary shall receive a credit for \$1.25 against the CBE minimum expenditure.
- (3) For every dollar expended by a beneficiary that uses a company designated as both a disadvantaged business enterprise and as a resident-owned business, the beneficiary shall receive a maximum credit for \$1.30 against the CBE minimum expenditure.

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 to SBEs.

| BENEFICIARY (✓ which applies <input type="checkbox"/> Prime Contractor or <input type="checkbox"/> Developer) INFORMATION: | | |
|---|------------------------------|----------------------|
| Company: _____ | Contact #: _____ | Email address: _____ |
| Street Address: _____ | City/ State/ Zip Code: _____ | |
| ✓all that applies, Company is: | | |
| <input type="checkbox"/> a SBE <input type="checkbox"/> a CBE CBE Certification Number: _____ | | |
| <input type="checkbox"/> WILL perform the ENTIRE agency contract or private project with its own organization and resources | | |
| <input type="checkbox"/> 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 (<input checked="" type="checkbox"/> which applies <input type="checkbox"/> Agency Contractor or <input type="checkbox"/> Private Project) INFORMATION: | |
|--|---|
| <p style="text-align: center; color: red;">AGENCY SOLICITATION</p> <p>Solicitation Number: _____ Solicitation Due Date: _____ Agency: _____ Total Dollar Amount of Contract: \$ _____</p> <p><i>*Design-Build must include total contract amount for both design and build phase of project.</i></p> <p>35% of Total Dollar Amount of Contract: \$ _____ 50% of Total Dollar Amount of Contract: \$ _____ (pursuant to D.C. Law 24-39)</p> <p>Total Amount of all CBE subcontracts: \$ _____ (include every lower tier)</p> <p><input checked="" type="checkbox"/> if applicable: <input type="checkbox"/> IDIQ, BPA, HCA or NTE Contract (i.e., the subcontracting requirement will be adjusted accordingly to the realized contract value.)</p> | <p style="text-align: center; color: red;">PRIVATE PROJECT</p> <p>District Subsidy: _____ Agency Providing Subsidy: _____ Amount of District Subsidy: _____ Date District Subsidy Provided: _____</p> <p>Project Name: _____ Project Address: _____</p> <p>Total Development Project Budget: _____ (include pre-construction and construction costs)</p> <p>35% of the Total Development Project Budget: \$ _____</p> <p>50% of Total Dollar Amount of Contract: \$ _____ (pursuant to D.C. Law 24-39)</p> <p>Total Amount of All SBE/CBE subcontracts: \$ _____</p> |

SBE/CBE SUBCONTRACTORS (FOR EACH TIER):

| | | | |
|--|---------|---|--|
| <p>SBE/CBE CONTRACTOR/ SUBCONTRACTOR INFORMATION: (For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (i.e., 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.)</p> <p>OPERATORS and MANAGEMENT SERVICE PROVIDERS: The OLG shall only issue an operator license or management services provider license if the applicant in conjunction with its application for license, submits to DSLBD for approval, a CBE Plan that demonstrates that at least 35% of the applicant's operating budget will be contracted with one or more CBEs.)</p> | | | |
| CBE Company Name | Address | Contractor/ Subcontractor Tier (1 st , 2 nd , 3 rd ...) | Description of contract/subcontract scope of work to be performed that shall be for a commercially useful function related to sports wagering. |
| _____ | _____ | _____ | _____ |
| Period of Contract/Subcontract: _____ Price to be paid to the SBE/CBE Contractor/Subcontractor: \$ _____ <input checked="" type="checkbox"/> all that applies: <input type="checkbox"/> a SBE <input type="checkbox"/> a CBE Current CBE Certification Number: _____ <input type="checkbox"/> a SBE/CBE will perform the ENTIRE contract/ subcontract with its own organization and resources <input type="checkbox"/> a SBE/CBE will subcontract a portion of the contract/ subcontract (MUST LIST EACH LOWER TIER SBE/CBE SUBCONTRACTS) | | SBE/CBE Point of Contact Name: _____ Title: _____ Telephone Number: _____ Email Address: _____ | |



SBE/CBE CONTRACTOR/ SUBCONTRACTOR INFORMATION: (For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount **including total design and build costs**) is required to be submitted before entering into a guaran
 The OLG shall only issue an operator license or management services provider license if the applicant in cunction with its application for license, submits to DSLBD for approval, a CBE Plan that demonstrates that at least 35% of the applicant's operating budget will be contracted with one or more CBEs.)

| | | | |
|--|---------|---|--|
| CBE Company Name | Address | Contractor/ Subcontractor Tier (1 st , 2 nd , 3 rd ...) | Description of contract/subcontract scope of work to be performed that shall be for a commercially useful function related to sports wagering. |
| _____ | _____ | _____ | _____ |
| Period of Contract/Subcontract: _____ Price to be paid to the SBE/CBE Contractor/Subcontractor: \$ _____ <input checked="" type="checkbox"/> all that applies: <input type="checkbox"/> a SBE <input type="checkbox"/> a CBE Current CBE Certification Number: _____ <input type="checkbox"/> a SBE/CBE will perform the ENTIRE contract/ subcontract with its own organization and resources <input type="checkbox"/> a SBE/CBE will subcontract a portion of the contract/ subcontract (MUST LIST EACH LOWER TIER SBE/CBE SUBCONTRACTS)a SBE/ CBE will subcontract a portion of the contract/ subcontract (MUST LIST EACH LOWER TIER SBE/CBE SUBCONTRACTS) | | | SBE/CBE Point of Contact Name: _____ Title: _____ Telephone Number: _____ Email Address: _____ |

SBE/CBE CONTRACTOR/ SUBCONTRACTOR INFORMATION: (For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount **including total design and build costs**) is required to be submitted before entering into a guaran
 The OLG shall only issue an operator license or management services provider license if the applicant in cunction with its application for license, submits to DSLBD for approval, a CBE Plan that demonstrates that at least 35% of the applicant's operating budget will be contracted with one or more CBEs.)

| | | | |
|--|---------|---|--|
| CBE Company Name | Address | Contractor/ Subcontractor Tier (1 st , 2 nd , 3 rd ...) | Description of contract/subcontract scope of work to be performed that shall be for a commercially useful function related to sports wagering. |
| _____ | _____ | _____ | _____ |
| Period of Contract/Subcontract: _____ Price to be paid to the SBE/CBE Contractor/Subcontractor: \$ _____ <input checked="" type="checkbox"/> all that applies: <input type="checkbox"/> a SBE <input type="checkbox"/> a CBE Current CBE Certification Number: _____ <input type="checkbox"/> a SBE/CBE will perform the ENTIRE contract/ subcontract with its own organization and resources <input type="checkbox"/> a SBE/CBE will subcontract a portion of the contract/ subcontract (MUST LIST EACH LOWER TIER SBE/CBE SUBCONTRACTS)a SBE/ CBE will subcontract a portion of the contract/ subcontract (MUST LIST EACH LOWER TIER SBE/CBE SUBCONTRACTS) | | | SBE/CBE Point of Contact Name: _____ Title: _____ Telephone Number: _____ Email Address: _____ |

I [Name], [Title] of [Applicant/ Licensee Company Name] swear or affirm the above is true and accurate.

(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 the project.</i> 35% of the Total Contract Amount: \$ _____ 50% of Total Dollar Amount of Contract: \$ _____ (pursuant to D.C. Law 24-39) Total Amount of All SBE/CBE Subcontracts: \$ _____ (include every tier) (✓ 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 own organization and resources and NOT subcontract any portion of the services or goods. | 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: \$ _____ (include pre-construction and construction costs) 35% of the Total Development Project Budget: \$ _____ 50% of Total Dollar Amount of Contract: \$ _____ (pursuant to D.C. Law 24-39) Total Amount of All SBE/CBE Subcontracts: \$ _____ (include every lower tier) <input type="checkbox"/> Check if developer is a CBE and will perform the ENTIRE government-assisted project (private project) with its own organization and resources and NOT subcontract any portion of services or goods. |

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 at Compliance.Enforcement@dc.gov within five (5) days of signing;
- FOR AGENCY CONTRACT** the SBE Subcontracting Plan, submitted by Beneficiary, was emailed to DSLBD at Compliance.Enforcement@dc.gov within five (5) days of signing the contract between the Beneficiary and Agency.

 Name of Agency Contracting Officer or Agency Project Manager

 Title of Agency Contracting Officer or Agency Project Manager

 Signature

 Date

Attachment J.6.1



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



GOVERNMENT-ASSISTED CONTRACT INFORMATION

CONTRACT/SOLICITATION NUMBER: _____
 DISTRICT CONTRACTING AGENCY: _____
 CONTRACTING OFFICER: _____
 TELEPHONE NUMBER: _____ Email: _____
 TOTAL CONTRACT AMOUNT _____
 EMPLOYER CONTRACT AMOUNT: _____
 CONTRACT NAME: _____
 CONTRACT ADDRESS: _____
 CITY: _____ STATE: _____ ZIP CODE: _____
 CONTRACT START DATE: _____ CONTRACT END DATE: _____
 EMPLOYER START DATE: _____ EMPLOYER END DATE: _____

TOTAL GOVERNMENT ASSISTED FUNDED AMOUNT: _____ DATE _____

CONTRACT GRANT LOAN TAX ABATEMENT OR EXEMPTION LAND TRANSFER LAND DISPOSITION DEVELOPMENT AGREEMENT TAX INCREMENT FINANCING ANY ADDITIONAL LEGISLATION, IF YES _____

D.C. CODE#

BASE YEAR OPTION YEAR: 1 2 3 4 5 (**SELECT CONTRACT YEAR**)

DESCRIPTION OF WORK: _____

EMPLOYER INFORMATION

EMPLOYER NAME: _____
 EMPLOYER ADDRESS: _____
 CITY: _____ STATE: _____ ZIP CODE: _____
 TELEPHONE NUMBER: _____ FEDERAL IDENTIFICATION NO.: _____
 CONTACT PERSON: _____
 TITLE: _____
 E-MAIL: _____ TELEPHONE NUMBER: _____
 CERTIFIED BUSINESS ENTERPRISE CERTIFICATION NUMBER: _____
 D.C. APPRENTICESHIP COUNCIL REGISTRATION NUMBER: _____
 ARE YOU A SUBCONTRACTOR YES NO IF YES, NAME OF PRIME CONTRACTOR: _____
 NONPROFIT ORGANIZATION WITH 50 EMPLOYEES OR LESS: YES No

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 between the District of Columbia Department of Employment Services (DOES) and EMPLOYER.

Pursuant to this Agreement, the EMPLOYER, which includes all contractors and subcontractors, shall meet the following requirements:

Employer shall hire 51% District of Columbia residents (DC residents) for all new jobs created by the Contract and 35% of all apprenticeship hours worked in connection with the Contract shall be worked by DC residents registered in programs approved by the District of Columbia Apprenticeship

Council.

EMPLOYER shall use DOES as its first source for recruitment, referral, and placement of new hires for all new jobs created by the Government Assisted Project or Contract (Contract).

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 Contract 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.
 - 3. A retail or commercial tenant that is a direct recipient of a District government economic development action, including contracts, grants, loans, tax abatements, land transfers for public redevelopment, or tax increment financing in excess of \$300,000.
- C. **Contracting Agency** means any District of Columbia agency that is awarded a government-assisted Contract 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 or Contract totaling \$300,000.00 or more, including all individual contractor and subcontractor entities at any tier, who performed work on the Project or Contract.
- F. **First Source Employer Portal** means the website consisting of a connected group of static and dynamic (functional) pages and forms on the World Wide Web accessible by Uniform Resource Locator (URL) and maintained by DOES to provide information and reporting functionality to EMPLOYERS.
- G. **First Source Register** means the DOES Automated Applicant Files, which consists of the names of District of Columbia 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 (Contract)** means any construction or non-construction Project or Contract receiving funds or resources, valued at \$300,00 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 six (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 DOES.
- 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 DOES may identify in the Dictionary of Occupational Titles, United States Department of Labor.
- M. **New Hire:** New employee hired by EMPLOYER to work on the government assisted Contract or Project for the new job created.
- N. **Transfer:** Existing employees EMPLOYER who has already worked for company and has been moved from one contract to another contract.
- O. **Revised Employment Plan** means a document prepared and submitted by the EMPLOYER that includes the following:
1. A projection of the total number of new positions that will be created as a result of the contract, including the job title, number of positions available, indication of part-time or full-time status, salary range, union affiliation (if applicable), and the contracted hire dates;

2. A roster of all current employees to include the name, affirmation of DC residence (check mark), and Ward, including apprentices, trainees, and transfers from other projects or contracts, who will be employed on the Contract;
3. A projection of the total number of full-time and part-time salaried employees on an annual basis that will be utilized on the Contract and the total number of full-time and part-time salaried employees that will be District residents;
4. A projection of the total number of hours to be worked on the Contract by full-time and part-time hourly wage employees on an annual basis and a projection of the total number of hours to be worked on the Contract by full-time and part-time hourly wage employees who are District residents;
5. A timetable outlining the total number of hours to be worked on the Contract by full-time and part-time hourly wage employees by job category and the total number of full-time and part-time salaried employees by job category over the duration of the life of the hiring requirements set forth by DOES and an associated hiring schedule which predicts when specific job openings will be available;
6. Descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions;
7. A strategy to fulfill DC resident hiring percentage pursuant to this Agreement, 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, DOES, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government-approved, community-based job training providers;
8. A remediation strategy to ameliorate any problems associated with meeting these hiring requirements, including any problems encountered with contractors and subcontractors;
9. The designation of a senior official from the EMPLOYER who will be responsible for implementing the hiring and reporting requirements;
10. Descriptions of the health and retirement benefits that will be provided to DC residents working on the Contract or Project;
11. A strategy to ensure that DC residents who work on the Contract or 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 Contract or Project to the next;
12. 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 DC residents; and
13. A disclosure of past compliance with the Workforce Act and the Davis-Bacon Act, where applicable, and the EMPLOYER'S general DC resident hiring practices on projects or contracts completed within the last 2 years.

- P. **Tier Subcontractor** means any contractor selected by the primary subcontractor to perform portion(s) or all work related to the trade or occupation area(s) on a contract or project subject to this First Source Agreement.
- Q. **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.
- R. **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 seven (7) calendar days in advance of the Contract start date. No work associated with the relevant Contract can begin until the Agreement has been accepted by DOES.
- B. The EMPLOYER shall require all contract Employers with contracts or subcontracts, under a contract receiving government assistance or benefits valued at \$300,000 or more, to enter into an Agreement with DOES.
- C. DOES will provide recruitment, referral, and placement services to the EMPLOYER, subject to the limitations in this Agreement.
- D. Agreement will take effect once beneficiary/Employer been awarded a contract and has started work on the government assisted contract 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 contract and until such as construction is complete and a certificate of occupancy is issued.
- E. If an EMPLOYER began work prior to the execution of a First Source Employment Agreement, the EMPLOYER shall cease work on the contract and sign a revised 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.
- F. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Contract (both union and nonunion) include all of EMPLOYER'S job openings and vacancies in the Washington Metropolitan Statistical Area created for the Contract as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce.
- G. This Agreement includes apprentices as defined in D.C. Official Code §§ 32-1401- 1431.
- H. 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 Contract 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.

- I. EMPLOYER with a contract 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.
- J. 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 seven (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.
- K. 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.
- L. 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 a Revised Employment Plan that will include the information outlined in Section I.O.
- B. The EMPLOYER shall register and post all job vacancies with the Job Bank Services of DOES at www.dcnetworks.org for a minimum of 10 calendar days. Should Employer need assistance posting job vacancies, Employer may contact Job Bank Services at (202) 698-6001.
- C. The EMPLOYER shall notify DOES of all new jobs created for the Contract within at least seven (7) business days (Monday - Friday) of the EMPLOYER'S 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 shall submit to DOES, prior to commencing work on the Contract, 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 Contract. 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. The 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 seven (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, EMPLOYER shall still be required to meet the First Source hiring requirements for all new jobs created by the Contract.
- 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 Contracts receiving government assistance valued at \$300,000 or more shall hire DC residents for at least 51% of all new jobs created by the contract and 35% of all apprenticeship hours worked in connection with the Contract shall be worked by DC residents registered in programs approved by the District of Columbia Apprenticeship Council.
- B. EMPLOYER shall register in the First Source Online Registration and Reporting System for electronic submission of all monthly Contract Compliance data, payroll records and any other

documents required by DOES for reporting and monitoring.

- C. EMPLOYER shall submit to the Department of Employment Services each month from the start of the contract a hiring compliance report for the contract that includes the following Contract Compliance data:
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 Contract;
 5. Number of DC residents transferred to the Contract;
 6. Direct or indirect labor cost associated with the Contract;
 7. Each employee's name, job title, Social Security Number, hire date, residence, and referral source;
 8. Number of apprenticeship hours worked;
 9. Number of apprenticeship hours worked by DC residents; and
 10. Workforce statistics throughout the entire Contract tenure.
- D. Monthly, EMPLOYER must electronically submit the Contract Compliance data to DOES. EMPLOYER is also required to make payroll and employment records available to DOES as a part of compliance monitoring, upon request.

VIII. FINAL REPORT AND GOOD FAITH EFFORTS

- A. With the submission of the final request for payment from the Contracting Agency, the EMPLOYER shall:
1. Document in a report to DOES its compliance with the hiring percentage requirements for all new jobs created by the Contract and the percentages of DC residents employed in all Job Classifications, for each area of the Contract; or
 2. Submit to DOES a request for a waiver of the hiring percentage requirements for all new jobs created by the Contract 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 the hiring percentage requirements for all new jobs created by the Contract, and/or the required percentages of DC residents in all Job Classifications areas on the Contract, if DOES finds that:
1. DOES certified that Beneficiary or EMPLOYER demonstrated a good faith effort to comply, as set forth in Section VIII.C.; or
 2. EMPLOYER is located outside the Washington Metropolitan Statistical Area and none of the contract work is performed inside the Washington Metropolitan Statistical Area; or
 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. DOES certified that there are insufficient numbers of DC residents in the labor market

possessing the skills required by the EMPLOYER for the positions created as a result of the Contract.

5. 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 ten (10) calendar days;
3. Whether the EMPLOYER advertised each job opening in a District newspaper with city-wide circulation for a minimum of seven (7) calendar days;
4. Whether the EMPLOYER advertised each job opening in special interest publications and on special interest media for a minimum of seven (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.), 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 Contract 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 Contracts 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 site visits to determine if the EMPLOYER or Subcontractor's workforce is in concurrence with the submitted Agreement and Monthly Compliance Reports.
 - 4. Inspect and copy 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 Contract, Employer, contractor, and subcontractors' hiring.
 - 8. Provide formal notification of non-compliance with the required hiring or any alleged breach of the First Source Law to all contracting agencies, and stakeholders.

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 contract, 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 contract for each percentage by which the beneficiary fail to meet the hiring requirements.
- B. EMPLOYERS who have been found in violation two (2) times or more over a 10-year period may be debarred and/or deemed ineligible for consideration for Contracts for a period of five (5) years.
- C. Appeals of violations or fines will be filed with the Contract Appeals Board.

I hereby certify that I have the authority to bind the EMPLOYER to this Agreement from the start of work on the Contract throughout the duration of the Contract.

By:

EMPLOYER Senior Official (Print)

Date

EMPLOYER Senior Official (Signature)

Name of Company

Address

Telephone

Email

Signature Department of Employment Services

Date

Attachment J.6.2



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

All Contracts between \$300,000 and \$5 million

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 | | SALARY RANGE | UNION MEMBERSHIP REQUIRED NAME LOCAL# | PROJECTED HIRE DATE |
|-----------|-----------|-----|--------------|---------------------------------------|---------------------|
| | F/T | P/T | | | |
| A | | | | | |
| B | | | | | |
| C | | | | | |
| D | | | | | |
| E | | | | | |
| F | | | | | |
| G | | | | | |
| H | | | | | |



GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN



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

| | |
|---------------------------------------|----------------------------|
| This page to be completed by Employer | _____ Employer Initials |
|---------------------------------------|----------------------------|

C. EMPLOYMENT PROJECTIONS



GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN



C. EMPLOYMENT PROJECTIONS (Continued)

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

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

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

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

This page to be completed by Employer

Employer Initials
February 15, 2018



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



GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN



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.

| NAME OF EMPLOYEE | CURRENT DISTRICT RESIDENT √Please Check | | |
|------------------|--|--|--|
| | <input type="checkbox"/> | | |
| | <input type="checkbox"/> | | |
| | <input type="checkbox"/> | | |
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| | |
|---------------------------------------|--|
| This page to be completed by Employer | _____ Employer Initials February 15, 2018 |
|---------------------------------------|--|

Attachment J.7

THE LIVING WAGE ACT OF 2006

D.C. 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, 2023 until June 30, 2023, the living wage rate is \$16.50 per hour.

Effective July 1, 2023, the District's Minimum Wage and Living Wage will increase to \$17.00.

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

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

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

To file a claim, visit: Department of Employment Services, Office of Wage-Hour, 400 Virginia Ave., SW, 4th Flr, Washington, D.C. 20024; call: (202) 671-1880; or file your claim on-line: does.dc.gov. Go to “File a Claim” tab.

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR



DR. UNIQUE MORRIS-HUGHES
DIRECTOR

LIVING WAGE ACT FACT SHEET

The Living Wage Act of 2006, D.C. 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 employees wages at no less than the current living wage rate.

Effective January 1, 2023 until June 30, 2023, the living wage rate is \$16.50 per hour.

Effective July 1, 2023, the District's Minimum Wage and Living Wage will increase to \$17.00 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 students not replace employees subject to the Living Wage Act;
7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District of Columbia;
8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68 A Stat. 163; 26. U.S.C. §501(c)(3));
9. Medicaid provider agreements for direct care services to Medicaid recipients, **provided, that** the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Official Code § 44-501; and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Enforcement

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

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

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

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

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

Attachment J.8

BIDDER/OFFEROR CERTIFICATION FORM

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

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

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

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

(a) Construction: _____ labor hours

(b) Non-Construction: _____ labor hours

7.2 In the table below, please list:

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

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

| | Contract Number | Labor Hours Allocated |
|--|-----------------|-----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

PART 8: RESPONSE UPDATE REQUIREMENT

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

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

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

PART 9: FREEDOM OF INFORMATION ACT (FOIA)

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

Yes No

SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS

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

PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT

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

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

(a) _____

(b) _____

PART 2: INDEPENDENT PRICE DETERMINATION REQUIREMENTS

The Bidder/Offeror certifies that:

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

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

(i) Those prices;

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

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

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

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

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

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

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

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

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

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

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

2.4 The Bidder/Offeror certifies that:

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

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

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

PART 3: EQUAL OPPORTUNITY AND HUMAN RIGHTS OBLIGATIONS

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

PART 4: FIRST SOURCE OBLIGATIONS

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

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

PART 5: EMPLOYMENT ELIGIBILITY OBLIGATIONS

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

PART 6: LANGUAGE ACCESS OBLIGATIONS

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

PART 7: CONFLICTS OF INTEREST

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

PART 8: SUBCONTRACTING OBLIGATIONS

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

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

SECTION III. DOMESTIC PREFERENCE CERTIFICATIONS

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

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

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

Yes No

_____ EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

| | | | |
|--|--------------------------|------------------------------|----|
| PART 2: FHWA BUY AMERICA ACT COMPLIANCE (Applies to FHWA-funded construction contracts) | | | |
| 2.1 In accordance with 23 CFR 635.410(b), the bidder/offeror certifies that only steel or iron materials manufactured in the United States will be used for permanent incorporation on the project. | <input type="checkbox"/> | Yes <input type="checkbox"/> | No |
| PART 3: BUY AMERICAN ACT COMPLIANCE (Applies to locally-funded construction contracts) | | | |
| 3.1 In accordance with 41 USC 8301 <i>et. seq.</i> and implementing regulations, the bidder/offeror certifies that only construction materials manufactured in the United States will be used on the project. | <input type="checkbox"/> | Yes <input type="checkbox"/> | No |
| SECTION IV. WALSH-HEALEY ACT | | | |
| <i>Instructions for Section IV: Walsh-Healey Act.</i> | | | |
| If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. §§ 35-45) (the "Act", as used in this section), the following terms and conditions apply: | | | |
| (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect. | | | |
| (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2) (41 U.S.C. §40). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. §214). | | | |
| SECTION V. CERTIFICATION | | | |
| <i>Instruction for Section V: This section must be completed by all bidder/offerors.</i> | | | |
| I, [_____], as the person authorized to sign these certifications, hereby certify that the information provided in this form is true and accurate. In accordance with the requirements of section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02(c)), I shall update any response provided in this form within 60 days of a material change to a response and prior to the exercise of an option period. | | | |
| Name [Print and sign]: | Telephone #: | Fax #: | |
| Title: | Email Address: | | |
| Date: | Contract No: | | |
| <i>The District of Columbia is authorized to verify the above information with appropriate government authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than 180 days, or both, as prescribed in D.C. Official Code § 22-2405. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Official Code § 22-2404.</i> | | | |

Attachment J.9

VENDOR CLIENT PAST PERFORMANCE EVALUATION

DCAM-23-CS-RFP-0007

**Department of Corrections
Architectural Program Consultant -
Correctional Treatment Facility Annex**

Name of Offeror/Bidder: _____

| PERFORMANCE ELEMENT | EXCELLENT* | GOOD | ACCEPTABLE | POOR | UNACCEPTABLE** |
|---------------------------|------------|------|------------|------|----------------|
| Quality of Service/Work | | | | | |
| Timeliness of Performance | | | | | |
| Cost Control Measures | | | | | |
| Business Relations | | | | | |
| Customer Satisfaction | | | | | |

1. Name of Evaluating Organization: _____
2. Name and Title of Evaluator: _____
3. Evaluator Phone Number: _____
4. Evaluator e-mail address: _____
5. Evaluator Signature: _____
6. Evaluator Supervisor Name: _____
7. Supervisor Phone Number: _____
8. Supervisor e-mail address: _____
9. Description of Services Provided by Offeror: _____

10. Contract No.: _____ **Contract Value \$** _____
11. Contract Period of Performance: _____

**Evaluator must provide remarks for all "Excellent Performance" ratings – Continue on a separate sheet.*
***Evaluators must provide remarks for all "Unacceptable Performance" ratings – Continue on a separate sheet.*

PLEASE SUBMIT COMPLETED EVALUATIONS TO james.marshall@dc.gov

VENDOR CLIENT PAST PERFORMANCE EVALUATION

RATING GUIDELINES

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

| Quality Product/Services | Cost Control | Timeless of Performance | Business Relations |
|--|--|---|---|
| -Compliance with contract requirements | -Within budget (over/under target costs) | -Meet Interim milestones -Reliable | -Effective management -Businesslike correspondence |
| -Accuracy of reports -Appropriateness of personnel -Technical excellence | -Current, accurate, and complete billings -Relationship of negated costs to actual -Cost efficiencies -Change order issue | -Responsive to technical directions -Completed on time, including wrap-up and contract administration -No liquidated damages assessed | -Responsive to contract requirements -Prompt notification of contract problems -Reasonable/cooperative -Flexible -Pro-active -effective contractor recommended solutions -Effective snail/small disadvantaged business Subcontracting program |

| | | | | |
|------------------------|---|---|---|--|
| 0. Zero | Nonconformances are comprises the achievement of contract requirements, despite use of Agency resources | Cost issues are comprising performance of contract requirements. | Delays are comprising the achievement of contract requirements, Despite use of Agency resources | Response to inquiries, technical/ service/administrative issues is not effective and responsive. |
| 1. Unacceptable | Nonconformances require major Agency resources to ensure achievement of contract requirements. | Cost issues require major Agency resources to ensure achievement of contract requirements. | Delays require major Agency resources to ensure achievement of contract requirements. | Response to inquiries, technical/ service/administrative issues is marginally effective and responsive. |
| 2. Poor | Nonconformances require minor Agency resources to ensure achievement of contract requirements. | Costs issues require minor Agency resources to ensure achievement of contract requirements. | Delays require minor Agency resources to ensure achievement of contract requirements. | Responses to inquiries, technical/ service/administrative issues is somewhat effective and requirements. |
| 3. Acceptable | Nonconformances do not impact achievement of contract requirements. | Cost issues do not impact achievement of contract requirements. | Delays do not impact achievement of contract requirements. | Responses to inquiries, technical/ service/administrative issues is usually effective and responsive. |
| 4. Good | There are no quality problems. | There are no cost issues. | There are not delays. | Responses to inquiries, technical/ service/administrative issues is effective and responsive. |
| 5. Excellent | This Contractor has demonstrated an exception performance level in some or all of the above categories. | | | |

Attachment J.10

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Office of the Chief Financial Officer

Office of Tax and Revenue



TAX CERTIFICATION AFFIDAVIT

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

Date

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

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

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

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

Signature of Authorizing Agent

Title

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

Attachment J.11



CONTRACTOR SELF-CERTIFICATION

Business Name* :

Tax ID* :

Business Mailing Address* :

Select State/Region: _____ Post Code: _____

List the name and title of the individual completing the form on behalf of the business.

Business Title* :

Name* :

Email* :

[D.C. Law 22-250. Campaign Finance Reform Amendment Act of 2018. | D.C. Law Library \(dccouncil.gov\)](#)

Since November 9, 2022, has the business entity or any of its Principals made a political contribution to any of the following: (i) the Mayor, (ii) any candidate for Mayor, (iii) any political committee affiliated with the Mayor or a candidate for Mayor, or (iv) any constituent-service program affiliated with the Mayor? [yes/no]

Since November 9, 2022, has the business entity or any of its Principals made a political contribution to any of the following: (i) the Attorney General, (ii) any candidate for Attorney General, or (iii) any political committee affiliated with the Attorney General or a candidate for Attorney General? [yes/no]

Since November 9, 2022, has the business entity or any of its Principals made a political contribution to any of the following: (i) any Councilmember, (ii) any candidate for Councilmember, (iii) any political committee affiliated with a Councilmember or a candidate for Councilmember, or (iv) any constituent-service program affiliated with a Council member? [yes/no]

Prior to the date of this of this Certification, has the business entity been determined to be in violation of D.C. Official Code § 1-1163.34a? [yes/no]

Is the business entity currently in violation of D.C. Official Code § 1-1163.34a? [yes/no]

Does the business entity certify that it will not be in violation of D.C. Official Code § 1-1163.34a? [yes/no]

Who else will modify this certification for the business?

Modifier1:

Modifier2:



Check to certify that the information is accurate and complete. *

Check to acknowledge that the business must always keep these records updated*

Check to certify that the business entity currently is not and will not be in violation of the Campaign Finance Reform Amendment Act of 2018 *

Sworn to this before me this ___ day of _____ 20__

Notary Public

My commission expires

Attachment J.12

B.3 PRICE SCHEDULE – FIRM FIXED PRICE

B.3.1 BASE PERIOD (DATE OF AWARD THROUGH ONE YEAR THEREAFTER)

| Contract Line Item No. (CLIN) | Item Description | Total Price |
|--|--|------------------------|
| 0001 | Develop and provide an architectural program to guide the design and construction of the Department of Corrections Correctional Treatment Facility Annex during the Pre-Design Phase as described in C.6.1 | \$_____ |
| Total for B.3.1 | | \$_____ |

B.3.2 OPTION PERIOD ONE (YEARS 2 AND 3)

| Contract Line Item No. (CLIN) | Item Description | Total Price |
|--|---|------------------------|
| 1001 | Develop and provide an architectural program to guide the design and construction of the Department of Corrections Correctional Treatment Facility Annex during the Design Phase as described in C.6.2. | \$_____ |
| Total for B.3.2 | | \$_____ |

B.3.3 OPTION PERIOD TWO (YEARS 4, 5 AND 6)

| Contract Line Item No. (CLIN) | Item Description | Total Price |
|--|---|------------------------|
| 2001 | Develop and provide an architectural program to guide the design and construction of the Department of Corrections Correctional Treatment Facility Annex during the Construction Phase as described in C.6.3. | \$_____ |
| Total for B.3.3 | | \$_____ |

B.3.4 OPTION PERIOD THREE (YEAR 7)

| Contract Line Item No. (CLIN) | Item Description | Total Price |
|--|---|------------------------|
| 3001 | Develop and provide an architectural program to guide the design and construction of the Department of Corrections Correctional Treatment Facility Annex during the Transition and Activation Phase as described in C.6.4 . | \$ _____ |
| Total for B.3.4 | | \$ _____ |

B.3.5 Grand Total

| Section Reference | Period | Total Price |
|------------------------------|---------------------------|--------------------|
| B.3.1 | Base Period (1 year) | \$ _____ |
| B.3.2 | Option Period 1 (2 Years) | \$ _____ |
| B.3.3 | Option Period 2 (3 Years) | \$ _____ |
| B.3.4 | Option Period 3 (1 Year) | \$ _____ |
| Grand Total | | \$ _____ |