

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES



**REQUEST FOR PROPOSAL**

**DCAM-24-NC-RFP-0018**

**ROOF MANAGEMENT SYSTEM –  
OPERATIONS AND MAINTENANCE**

**Solicitation Issue Date:** March 12, 2024

**Pre-proposal Conference:** March 21, 2024 at 10:00am

**Deadline for Questions:** March 28, 2024

**Due Date for Proposals:** April 18, 2024 at 2:00pm

**Contact:** Jamshaid Azizi  
Contract Specialist  
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[jamshaid.azizi@dc.gov](mailto:jamshaid.azizi@dc.gov)

All communication regarding this Request for Proposal (RFP) should be submitted via the DGS portal at <https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2> The portal requires the following information to upload documents:

Vendor Name  
Vendor Contact email address  
Solicitation ID – DCAM-24-CS-RFP-0018  
Project Name – Roof Management System – Operations and Maintenance  
Contract Specialist – Jamshaid Azizi

**SECTION A  
SOLICITATION/OFFER/  
AWARD**

1. Caption <b>Roof Management Systems - Operation and Maintenance</b>	Page of Pages	
	1	58

2. Contract Number <b>DCAM-24-NC-RFP-0018</b>	3. Effective Date See Block 20C	4. Requisition No. <b>To Be Determined</b>
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5. Issued By: <b>Department of General Services Contracts and Procurement Division 3924 Minnesota Avenue NE 5<sup>th</sup> Floor Washington, DC 20019</b>	6. Administered by (if other than line 5) <b>Department of General Services Facilities Management Division 3924 Minnesota Avenue NE 4<sup>th</sup> Floor Washington, DC 20019</b>
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7. Name and Address of Contractor	8. Delivery FOB Origin <input type="checkbox"/> Other (See Section F.3)
	9. Discount for prompt payment NA
	10. Invoices Submit invoices to the Address shown in Section G.2

11. Ship to/Mark For <b>Government of the District of Columbia Department of General Services   Capital Construction Division 3924 Minnesota Avenue NE 4<sup>th</sup> Floor Washington, DC 20019</b>	12. Payment will be made by <b>Government of the District of Columbia Office of the Chief Financial Officer/Department of General Services 3924 Minnesota Avenue NE 4<sup>th</sup> Floor Washington, DC 20019</b>
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13. Acknowledgement of Amendments	14. RESERVED
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15A. Item	15B. Supplies/Services	15C. Qty.	15D. Unit	15E. Unit Price	15F. Amount
	See Section B.3 (Attachment J.1)				

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17. A CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return <b>two (2)</b> copies to the issuing office. The contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this Agreement shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number DCAM-24-NC-RFP-0018 including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. Name and Title of Signer (Type or print)	20A. Name of Contracting Officer
19B. Signature of person authorized to sign	20B. District of Columbia (Signature of Contracting Officer)
19C. Date Signed	20C. Date Signed

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

**B.1 INTRODUCTION**

The District of Columbia (“District”) Department of General Services (the “Department” or “DGS”) is responsible for the day-to-day management of roofs for all DGS facilities. DGS has approximately 12.6 million square feet of roofs in its portfolio and thereby issuing this Request for Proposals (“RFP”) to engage a Consultant (the “Consultant” or “Contractor”) to implement roof maintenance services to ensure that Department properties’ roofs are properly maintained and managed for the purpose of increasing asset life and thereby decreasing capital costs, preventing leaks, remedying leaks promptly, facilitating the use of roof spaces to ensure environmental efficiency, and reducing stormwater run-off. At a minimum, the Consultant shall: (i) visually inspect all the roof sections at least once per year; (ii) develop a comprehensive roof conditions database, (iii) manage the leak response center as well as dispatch, manage, and supervise roofing Cs in connection with roof leaks, and (iv) provide a series of roof management reports.

**B.1.1** The estimated total roof area by the Department for each portfolio, as of 2019, is as follows:

<b>Portfolio</b>	<b># of Bldgs.</b>	<b>Total Area (SF)</b>
DCPS	128	6,560,000
DGS Municipal	109	3,490,000
DHS	17	140,000
DMPED	6	260,000
DPR	80	1,130,000
FEMS	38	360,000
MPD	31	710,000
<b>Total</b>	<b>409</b>	<b>12,650,000</b>

**B.2 CONTRACT TYPE**

The Department is contemplating the award of a firm fixed price contract.

**B.3 PRICE SCHEDULE – FIRM FIXED PRICE**

See **Attachment J.1**.

**B.4** For contracts in excess of \$250,000, at least 50% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.

**SECTION C:  
 SPECIFICATIONS/WORK STATEMENT**

**C.1 SCOPE**

The following roof areas and types of roofs are the basis of the scope of work and pricing for this RFP which also represents the estimated total roof area:

Department	# of Bldgs	Low Slope (Sq. Ft.)	Steep Slope (Sq. Ft.)	Total Area
DCPS	128	5,580,000	980,000	6,560,000
DGS Municipal	109	3,150,000	340,000	3,490,000
DHS	17	50,000	90,000	140,000
DMPED	6	170,000	90,000	260,000
DPR	80	810,000	320,000	1,130,000
FEMS	38	260,000	100,000	360,000
MPD	31	650,000	60,000	710,000
<b>Totals</b>	<b>409</b>	<b>10,670,000</b>	<b>1,980,000</b>	<b>12,650,000</b>

The Consultant shall furnish all materials, labor, development support, safety equipment, and access equipment including any ladders and lift equipment required to provide the required services.

**C.2 BACKGROUND**

This RFP is the first of a series of solicitations to provide the Department with a comprehensive roof management system. This RFP addresses operations and maintenance with solicitations to address design assistance and quality assurance for capital improvement projects, and a multiple award solicitation to identify the resources to implement the required repair or replacement of identified roofs. The roof management system shall ensure the District roofs are properly maintained and managed for the purpose of increasing asset life and thereby decreasing capital costs, preventing leaks, remedying leaks promptly, facilitating the use of roof spaces to ensure environmental efficiency, and reducing stormwater run-off.

**C.3 REQUIREMENTS**

**C.3.1 Operation and Maintenance of Roof Systems**

The Consultant shall provide consulting, maintenance, and management services to manage the day-to-day operations of all DGS roofs including at a minimum the following:

**C.3.1.1 Roof Surveys and Assessment**

**C.3.1.1.1** The Consultant shall provide a visual on-the-roof survey of all DGS facilities listed in the scope of work of this RFP. The surveys will be performed by the Consultant with the purpose of

developing a comprehensive roof condition database for all roofs included in the existing DGS facilities such that each roof is surveyed on a yearly basis. The Consultant shall procure any equipment (e.g. ladders, lifts) as needed to perform roof surveys. The Consultant shall take core cut samples of all low slope roof systems to determine the components of the entire system including membrane, vapor barrier, insulation, roof deck material, and any other components. All cores shall be repaired according to manufacturer specifications at the completion of the core sample process.

**C.3.1.1.2** Each survey shall include survey-grade global positioning system (“GPS”) data for every individual roof component and feature along with photographs for all roof perimeters, drains, major equipment, and deficiencies. The survey shall provide a roof inventory for existing conditions to include the following:

1. Provide field measure and record dimensions of roof areas, and locate all roof penetrations and other significant roof features;
2. Take core-cuts of each individual low-slope roof section to verify the roof assembly in place. Locate core(s) on roof plan for future identification. Permanently patch core on the same day as core cut using standard industry practice as provided by the roof system manufacturer and/or the National Roofing Contractors Association (“NRCA”) as appropriate for the roof system;
3. Closely visually inspect the roof system components in order to assess roof condition including field membrane, wall flashings, projection/penetration flashings, counter- flashings, parapet coping caps, sheet metal, drainage, drainage devices, signs and location of leakage, potential leakage, masonry parapets, and other adjacent roof conditions that may affect the watertight integrity of the building;
4. Photograph roof field, details and existing defects for documentation and future reference. Electronically link all photos to inventory, condition, defect, and field of roof items in the system database;
5. Mark deficiencies on the roof and document their location on the roof plan by action code and action code legend;
6. Inventory and photograph heating, ventilating, and air conditioning (HVAC) equipment showing manufacturer labels; and
7. All information gathered shall be entered into a roof management database. The data shall be web-based and available to DGS for unlimited use by multiple users with a user access code and password.

### **C.3.1.2 Condition Assessment Report**

For each building, a Condition Assessment Report (“CAR”) shall capture the following:

1. Roof synopsis of findings in single page summary form;
2. Roof maintenance, repairs, and replacement recommendations for a ten (10) year period;
3. Include estimated remaining service life (“ERSL”) and recommended replacement date that is outside of the 10-year plan period for all roofs surveyed;
4. Options for roof restoration in lieu of roof replacement at the end of ERS�;
5. A 10-year budget for the total cost of ownership including roof maintenance, repairs restoration and/or replacement over a 10-year planning period;
6. Roof system information documenting existing roof assembly;

7. Testing Results - as appropriate (i.e., asbestos testing, moisture testing);
8. Roof condition index evaluation documenting the condition and rate the condition/status of the following:
  - a. Quality of original construction and subsequent maintenance
    - i. Leak and leak damage
    - ii. Roof field membrane
    - iii. Perimeter flashings
    - iv. Projection flashings
    - v. Sheet metal components
    - vi. Drainage
    - vii. ERSLS
9. Miscellaneous (parapet walls, mechanical equipment, etc.). A narrative and recommended course(s) of action(s) to help analyze the roofing situation in conjunction with both short-term and long-range needs and objectives and a brief summary of work for any roof that is recommended for replacement during the five (5) year planning period;
10. Photographs and a photograph log depicting detailing conditions found with a label as to what the photo is identifying. The photos shall be digital photos, and their location designated on the roof plan. The photos shall be available in the online database system described herein;
11. An online interactive roof plan showing all roof boundaries, rooftop equipment and projections/penetrations, drain locations, as well as survey information such as slope direction, areas of significant ponding water, photo locations, and action codes as to any repairs that are recommended. The roof plan will include a legend identifying all roof components, recommended repairs, core sample locations, etc.; and
12. Post-Assessment Roof Repair Management. At the direction of DGS, the Consultant shall manage the “DGS on-call roofing contractors” that are dispatched to repair defects noted during the survey process and shall provide quality assurance to ensure that permanent repairs are performed correctly and in a timely manner.

### **C.3.1.3 Annual Preventive Maintenance Surveys (Flat and Low Slope Roofs)**

The Consultant shall manage the annual preventive maintenance for DGS roofs. The Consultant shall provide annual (once per year) preventive maintenance inspections and will manage minor repair work as performed by other selected contractors, on all low slope roof sections. At a minimum, the preventive maintenance scope shall include the following:

1. Inspect all roof surface, drains, scuppers, gutters, downspouts, and other roof components;
2. Identify debris, clogs, and other foreign materials to be removed, including but not limited to any growing plants, construction materials and other abandoned materials;
3. Test all drainage system components to confirm proper operation;
4. Identify and make recommendations on preventative maintenance, including:
  - a. Inspect, identify, and record minor roof defects as necessary (splits, tears, holes, etc.);
  - b. Identify and record where reseal is necessary around roof penetrations, equipment curbs, skylights, miscellaneous flashings, etc.;
  - c. Recommend products that are compatible with existing roof systems;
  - d. Identify and records any loose or disconnected metal work (flashings, counter-

flashings, gutters, and downspouts) and any required seal for water and air intrusion and check for proper fit and watertightness during the inspection process;

- e. Locate, photograph and report conditions that require permanent repair methods;
- f. Report to DGS any conditions that are health and/or safety related;
- g. Report to DGS the accumulation of foreign or contaminated material; and
- h. Upload findings in DGS' system of record for capturing work order requests. Currently, DGS utilizes Salesforce for this purpose.

**C.3.1.3.1** At the direction of DGS, the Consultant shall manage the “DGS on-call roofing contractors” that are dispatched to address any items identified during the annual preventive maintenance and repair activities and shall provide quality assurance to ensure that repairs are performed correctly and in a timely manner.

**C.3.1.3.2** The Consultant shall photograph and record all preventative maintenance and repair activities, the date performed, before and after photos and include all information in the roof information database required as part of the Contract.

**C.3.1.3.3** **The Consultant shall manage the repair work as conducted by other contractors but in no event shall such repair be provided or conducted by the Consultant.**

**C.3.1.4 Preventive Maintenance Checklists**

The Consultant shall develop preventive maintenance plans for each roof section included in the Contract and provide for quick generation of checklists and visual instruction materials as part of the roof information database to be provided as part of the Contract. The plans shall be tied to the specific inventory items on that roof section so the checklist could be utilized as a “work order” and used by DGS employees or contractors.

**C.3.1.5 Steep Slope Roof Inspections and Maintenance**

The Department has responsibility for maintenance and repair of all District owned roofs. Steep sloped roofs are all roofs over 4:12 pitch. The Consultant shall provide a detailed assessment of these steep sloped roof systems and develop a plan for maintenance and improvement to increase the safety, longevity, and performance of these historic roof assets. For the steep slope roofs, the Consultant shall also provide the same services outlined under Section C.3.1.3 in addition to the specific requirements associated with steep sloped roofs discussed under this section. The Consultant will be responsible for providing lift equipment and safety equipment to access these roofs for inspection. Permanent fall-protection anchors are not installed or available on these roofs at the present time. The Consultant shall follow all required industry safety standards while performing this task.

**C.3.1.6 Moisture Analysis**

**C.3.1.6.1** The Consultant shall provide moisture detection using non-destructive techniques that are appropriate for the roof system. This shall include, but not limited to:

1. Infrared scans, handheld and aerial;
2. Nuclear roof moisture surveys;
3. Capacitance testing using hand-held and /or walk behind equipment; and
4. Vector mapping using low voltage, high voltage, and hybrid.

**C.3.1.6.2** The Consultant shall provide a summary of its approach to each of these methods including the limitations inherent in each approach, safety considerations, and positive verification of moisture during and after the non-destructive testing process. The Consultant shall provide a listing of:

1. Equipment owned and used for moisture testing;
2. A summary of project experience using various methods of moisture testing; and
3. Credentials of the Consultant’s staff including training, experience, and certifications.

**C.3.2 Roof Information Database**

The Consultant shall develop a comprehensive roof information to house the results of the annual surveys for all roofs included in the existing inventory of DGS facilities. The database shall include all assessment elements described in Section C.3.1. The database shall be web-based and available to DGS for unlimited use by multiple users with a user access code and password.

**C.3.3 24/7 Leak Response Call Center**

**C.3.3.1** The Consultant shall provide a phone and email-based call center for DGS to utilize for leak calls and other roof-related emergencies to include dispatch of contractors and verification of requirements and work completed. This call center shall provide an integrated process to assess roof-related problems; select and dispatch a qualified contractor to perform temporary and permanent repairs; document completed work and provide quality control/quality assurance; and maintain current information in the DGS roof asset management database.

**C.3.3.2** Specifically, the Consultant shall provide a 24/7 call center for roof-related emergencies that provides both phone and/or email-based access for DGS staff and approved District of Columbia Public Schools (“DCPS”) staff to report roof-related emergencies. The Consultant shall provide subject matter expertise to draft technical scopes to address roof leaks repairs. DGS shall procure qualified and approved roofing contractors to perform such repairs. The Consultant shall provide weekly and monthly reporting on the status of all reported roof issues and coordinates quality control and invoice review/approval for DGS.

**C.3.4 Roof Management Reports**

In addition to the deliverables as set forth in Sections C.3.1 of this RFP, the Consultant shall provide the following deliverables as part of the Contract:

**C.3.4.1 Operation and Maintenance of Roof Systems**

The Consultant shall provide the following deliverables documenting work performed as described in Section C.3.1 above.

**C.3.4.1.1 RESERVED**

**C.3.4.1.2 Condition Assessment Report**

For each building, a report in compliance with Section C.3.1.2.

**C.3.4.1.3 Annual Preventive Maintenance and Minor Repair Summary Report**

Document all maintenance and completed repairs for annual preventative maintenance as specified in Section C.3.1.3.

**C.3.4.1.4 Preventive Maintenance Checklists**

As specified in Section C.3.1.4 for every roof section in the DGS portfolio. Checklists shall include frequency of recommended work and visual instruction materials showing step-by- step instructions to perform the work.

**C.3.4.1.5 Steep Slope Roof Assessment Report**

Assessment reports and data shall be loaded into the roof management system as per Section C.3.1.5.

**C.3.4.1.6 Moisture Analysis**

The Consultant shall, for each building, prepare a report in compliance with Section C.3.1.6.

**C.3.4.2 Monthly Status Reports**

The Consultant shall summarize project status, progress toward individual deliverables, issues/challenges and recommendations and submit monthly.

**C.3.4.3 24/7 Leak Response Status Reports**

The Consultant shall provide weekly and monthly reporting on the status of all reported roof issues and coordinate quality control and invoice review/approval for DGS, and in coordination with Section C.3.3.

**C.3.5 Staffing and Supervision**

**C.3.5.1 Key Personnel**

The Contractor shall ensure the following key personnel with the noted minimum qualifications are available as needed:

- a) Program Manager/Principal in Charge – minimum 5 years’ experience performing work similar to the requirements discussed in Section C.3.
- b) Project Manager - minimum 5 years’ experience performing work similar to the requirements discussed in Section C.3.
- c) Lead Site Roof Surveyor- minimum 5 years’ experience performing work similar to the requirements discussed in Section C.3.
- d) Assistant Site Roof Surveyor - minimum 3 years’ experience performing work similar to the requirements discussed in Section C. 3.
- e) Information Technology and Data Base Specialist. - minimum 5 years’ experience performing work similar to the requirements discussed in Section C.3.

### **C.3.5.2 Other Staff**

The Contractor shall ensure adequate staff with the appropriate expertise, knowledge, and experience including at a minimum an Assistant Site Roof Inspector, minimum 3 years’ experience performing work similar to the requirements discussed in Section C.3 and Leak Response Coordinator minimum 3 years’ experience performing work similar to the requirements discussed in Section C.3.

In addition, the Contractor shall provide all staff supervision and oversight.

### **C.3.6 Licensing, Accreditation and Registration**

The Consultant and all its subcontractors and subconsultants (regardless of tier) shall comply with all applicable District of Columbia and federal laws, licensing, accreditation, and registration requirements and standards necessary for the performance of the Contract.

### **C.3.7 Appointment**

The Consultant shall accept the relationship of trust and confidence to be established with the Department in the resulting contract, and covenants with the Department to provide the Consultant's reasonable skill and judgment and to cooperate with the Department and its various contractors including those working on the various projects with the Roof Portfolio in furthering the interests of the Department. The Consultant shall provide management services to the Department in connection with the Roof Portfolio and each project within it as set forth herein and shall use its reasonably best efforts to ensure that the projects assigned to the Consultant are completed on-time, on-budget and in a manner consistent with the Department's economic inclusion goals and other goals for the Roof Portfolio.

### **C.3.8 Standard of Care**

In performing its duties hereunder, the Consultant shall use a level of skill and demonstrate a standard of care for the management of a large, multi-site roof portfolio of similar size and scope. Without limiting the generality of the foregoing, the Consultant shall represent to the Department that it has experience in: (i)visually inspecting roof sections; (ii) managing a leak response center as well dispatching, if selected, the Consultant shall understand and acknowledge that the Department's selection is based upon such representation as well as the experience qualification and

materials. The Consultant further represents and warrants that such materials to be provided as accurate in all material respects and fairly represent the capabilities of the Consultant and its subconsultants.

### **C.3.9 Performance of Service**

The Consultant shall formulate conclusions and recommendations for each roof section on each building by analyzing and evaluating observations and findings to provide an appropriate course of action to ensure a full roof service life, typically twenty (20) years or more.

**SECTION D**  
**PACKAGING AND MARKING**

Not Applicable

**SECTION E**  
**INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for this contract shall be governed by Article 6 of the Government of the District of Columbia Department of General Services Standard Contract Provisions (General Provisions) Supplies and Services Contracts (SCP) (Attachment J.2).

## **SECTION F**

### **PERIOD OF PERFORMANCE AND DELIVERABLES**

#### **F.1 TERM OF CONTRACT**

The term of the awarded contracts will be for a base year period of one (1) year from date of execution by the CO, as specified on the cover page of the contract.

**F.1.2 Letter Contract:** It is understood and agreed that certain activities described herein may have been performed while a Letter Contract was in place, and the term of the Letter Contract shall merge into and be superseded by this contract upon its execution by the CO. In this instance, the term of the contract would begin on the effective date of the Letter Contract.

#### **F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

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

**F.2.2** If the Department exercises an Option Period, the extended Contract shall be considered to include this option provision.

**F.2.3** The price and cost for the Option Periods shall be as specified in Section B of the Contract.

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

#### **F.3 DELIVERABLES**

The Contractor shall perform the activities required to successfully complete the Department’s requirements and submit each deliverable via the Department’s ProjectTeam in accordance with the following:

Number	Section Reference	Name
	<b>C.3.1</b>	<b>Operation and Maintenance of Roof Systems</b>
1	C.3.1.1	Roof Surveys and Assessment
2	C.3.1.2	Condition Assessment Report
3	C.3.1.3	Annual Preventive Maintenance (Flat and Low Slope Roofs)
4	C.3.1.4	Preventive Maintenance Checklists
5	C.3.1.6	Steep Slope Roof Inspections and Maintenance
6	C.3.1.6	Moisture Analysis
5	C.3.2	Roof Information Database
6	C.3.3	24/7 Leak Response Call Center
	<b>C.3.4</b>	<b>Roof Management Reports</b>
7	C.3.4.1	Operation and Maintenance of Roof Systems
8	C.3.4.1.2	Condition Assessment Report
9	C.3.4.1.3	Annual Preventive Maintenance and Minor Repair Summary Report
10	C.3.4.2	Monthly Status Reports

**F.4** The Contractor shall submit to the District, as a deliverable, the report described in Section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to Section G.3.2.

## **SECTION G: CONTRACT ADMINISTRATION**

### **G.1 INVOICE PAYMENT**

**G.1.1** The District will make payments to the Consultant, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

**G.1.2** The District will pay the Consultant on or before the 30<sup>th</sup> day after receiving a proper invoice from the Consultant.

### **G.2 INVOICE SUBMITTAL**

**G.2.1** The Consultant shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>. The Consultant shall submit proper invoices on a monthly basis. To constitute a proper invoice, the Consultant shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Consultant's profile.

**G.2.2** On the twenty-fifth day of each month the Consultant shall submit to the Department (with a copy to the Program Manager) an Application for Payment, which Application for Payment shall cover the entire month during which the Application for Payment is submitted. All amounts formally submitted via Application for Payment and not disputed by the Department shall be due and payable on the last day of the month following submission or, if that is not a business day, on the following business day. If the Consultant and Department are unable to agree on the amounts properly due and owing, the Department shall pay in accordance with its good faith determination and the Consultant may protest and pursue a claim as provided in this Agreement and the Standard Contract Provisions (General Provisions) Supplies and Services Contracts (SCP) (Attachment J.2).

#### **G.2.3 Right to Withhold Payments**

The Department will notify the Contractor within fifteen (15) calendar days after receiving any invoice for payment of any defect in the invoice or the work which may result in the Department's declining to pay all or a part of the invoiced amount. The Department may withhold payment from the Consultant, in whole or part, as appropriate, if:

1. the work is defective and such defects have not been remedied; or
2. the Contractor has failed to pay Subcontractors, Subconsultants, or Suppliers promptly or has made false or inaccurate certifications that payments to Subcontractors, Subconsultants or
3. Suppliers are due or have been made; or

4. the Contractor is otherwise in substantial breach of the Contract (including, without limitation,
5. failures to comply with the Economic Inclusion Requirements in Section 3); or
6. the Department has determined that the Contractor's progress has fallen behind the Project Schedule, and the Contractor fails, within ten calendar days of the Department's written demand, to provide the Department with a realistic and acceptable plan to recover the delays; or
7. the Application for Payment is incomplete, unsubstantiated and/or does not contain sufficient documentation for evaluation by the Contracting Officer.

### **G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in Section H.5.5.

**G.3.2** The Department shall not make final payment to the Consultant until the agency CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

### **G.4 PAYMENT**

**G.4.1** The Consultant shall be compensated in a series of progress payments and a Final Payment, for Work completed in accordance with the Agreement, and for which proper Applications for Payment have been submitted and approved.

#### **G.4.2 Partial Payments**

Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the District if:

- (a) The amount due on the deliveries warrants it.
- (b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:

"Payment will be made on completion and acceptance of each item for which the price is stated in the Schedule in Section B."

- (c) Presentation of a properly executed pay application.

### **G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.5.1** In accordance with 27 DCMR 3250, the Consultant may assign to a bank, trust company, or

other financing institution funds due or to become due as a result of the performance of this contract.

**G.5.2** Any assignment shall cover all unpaid amounts payable under this contract and shall not be made to more than one party.

**G.5.3** Notwithstanding an assignment of contract payments, the Consultant, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

## **G.6 THE QUICK PAYMENT ACT**

### **G.6.1 Interest Penalties to Contractors**

**G.6.1.1** The District will pay interest penalties on amounts due to the Consultant under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:

**G.6.1.1.1** The date on which payment is due under the terms of the contract;

**G.6.1.1.2** Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

**G.6.1.1.3** Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

**G.6.1.1.4** 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

**G.6.1.2** No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or after:

**G.6.1.2.1** 3rd day after the required payment date for meat or a meat food product;

**G.6.1.2.2** 5th day after the required payment date for an agricultural commodity; or

**G.6.1.2.3** 15th day after any other required payment date.

**G.6.1.3** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

## **G.6.2 Payments to Subcontractors**

**G.6.2.1** The Consultant must take one of the following actions within seven (7) days of receipt of any amount paid to the Consultant by the District for work performed by any subcontractor under the contract:

**G.6.2.1.1** Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or

**G.6.2.1.2** Notify the CO and the subcontractor(s), in writing, of the Consultant’s intention to withhold all or part of the subcontractor’s payment and state the reason for the nonpayment.

**G.6.2.2** The Consultant must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:

**G.6.2.2.1** 3<sup>rd</sup> day after the required payment date for meat or a meat product;

**G.6.2.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

**G.6.2.2.3** 15<sup>th</sup> day after any other required payment date.

**G.6.2.3** Any amount of an interest penalty which remains unpaid by the Consultant at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

**G.6.2.4** A dispute between the Consultant and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

**G.6.3 Subcontract requirements.** The Consultant shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

## **G.7 CONTRACTING OFFICER (CO)**

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

James H. Marshall  
Contracting Officer  
Department of General Services  
3924 Minnesota Avenue NE, 5<sup>th</sup> Floor

## **G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.8.1** The CO is the only person authorized to approve changes in any of the pricing, cost, or requirements of this contract.

**G.8.2** The Consultant shall not comply with any order, directive or request that changes or modifies the pricing, cost, or requirements of this contract, unless issued in writing and signed by the CO.

**G.8.3** In the event the Consultant effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

## **G.9 CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE / (“COTR”)**

**G.9.1** The COTR is responsible for general administration of the contract and advising the CO as to the Consultant’s compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

**G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

**G.9.1.2** Coordinating site entry for Consultant personnel, if applicable;

**G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Consultant’s costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

**G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District’s payment provisions; and

**G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**G.9.2** The address and telephone number of the COTR is:

Sean Link  
Facilities Operations Manager- Facilities Management Division  
Department of General Services (DGS)  
3924 Minnesota Avenue, N.E., 4th Floor  
Washington, DC 20019

**G.9.3** The COTR shall NOT have the authority to:

- (a) Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
- (b) Grant deviations from or waive any of the terms and conditions of the contract;
- (c) Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
- (d) Authorize the expenditure of funds by the Consultant;
- (e) Change the period of performance; or
- (f) Authorize the use of District property, except as specified under the contract.

**G.9.4** The Consultant will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**SECTION H:  
SPECIAL CONTRACT REQUIREMENTS**

**H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

**H.1.1** For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor’s Order 83-265 and implementing instructions, the Consultant shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each Project’s labor force:

**H.1.1.1** At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

**H.1.2** The Consultant shall negotiate an Employment Agreement with the Department of Employment Services (DOES) for jobs created as a result of this contract. The DOES shall be the Contractor’s first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

**H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Consultant shall be bound by the Wage Determination No 2015-4281 Revision No. 28 dated December 26, 2023, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as Attachment J.3. The Consultant shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Article 25 of the SCP. If an option is exercised, the Consultant shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

**H.3 PREGNANT WORKERS FAIRNESS**

**H.3.1** The Consultant shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).

**H.3.2** The Consultant shall not:

- (a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Consultant can demonstrate that the accommodation would impose an undue hardship;

(b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

Pay;  
Accumulated seniority and retirement; Benefits; and  
Other applicable service credits;

(c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

(d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

(e) Require an employee to take leave if a reasonable accommodation can be provided; or

(f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

**H.3.3** The Consultant shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to:

(a) New employees at the commencement of employment;

(b) Existing employees; and

(c) An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

**H.3.4** The Consultant shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

**H.3.5** Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

#### **H.4 UNEMPLOYED ANTI-DISCRIMINATION**

**H.4.1** The Consultant shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

**H.4.2** The Consultant shall not:

- (a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or
- (b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:
  - (1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or
  - (2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

**H.4.3** Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

#### **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.5.1** For contracts for services in the amount of \$300,000 or more, the Consultant shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.* (First Source Act).

**H.5.2** The Consultant shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) (Attachment J.6.1) with the District of Columbia Department of Employment Service's (DOES), in which the Consultant shall agree that:

- (a) The first source for finding employees to fill all jobs created to perform the contract shall be the First Source Register; and
- (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

**H.5.3** The Consultant shall not begin performance of the contract until its Employment Agreement and Initial Employment Plan (Attachment J.6.2) have been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

**H.5.4** The Consultant agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

**H.5.5** The Consultant's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.

**H.5.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement,

failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

- H.5.7** If the Consultant does not receive a good faith waiver, the CO may also impose an additional 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 Consultant fails to meet its hiring requirements.
- H.5.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- H.5.9** The Consultant may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in Article 14 of the SCP, Disputes.
- H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

## **H.6 AUDITS AND RECORDS**

- H.6.1** As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- H.6.2 Examination of Costs.** If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price re-determinable contract, or any combination of these, the Consultant shall maintain and the CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Consultant’s plants, offices or other facilities or parts of them, engaged in performing the contract.
- H.6.3 Cost or pricing data.** If the Consultant has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the CO, or an authorized representative of the CO, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Consultant’s records, including computations and projections, related to:
- a) The bid for the contract, subcontract, or modification;
  - b) The discussions conducted on the proposal(s), including those related to negotiating;
  - c) Pricing of the contract, subcontract, or modification; or
  - d) Performance of the contract, subcontract, or modification.

#### **H.6.4 Comptroller General**

**H.6.4.1** The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract or a subcontract hereunder.

**H.6.4.2** This section may not be construed to require the Consultant or subcontractor to create or maintain any record that the Consultant or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

**H.6.5 Reports.** If the Consultant is required to furnish cost, funding, or performance reports, the CO or an authorized representative of the CO shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

- a) The effectiveness of the Consultant’s policies and procedures to produce data compatible with the objectives of these reports; and
- b) The data reported.

**H.6.6 Availability.** The Consultant shall make available at its local office at all reasonable times the records, materials, and other evidence described in clauses H.6.1 through H.6.5, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the contract, or for any longer period required by statute or by other clauses of this contract. In addition:

- a) If this contract is completely or partially terminated, the Consultant shall make available the records relating to the work terminated until three (3) years after any resulting final termination settlement; and
- b) The Consultant shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

**H.6.7** The Consultant shall insert a clause containing all the terms of this clause, including this Section H.6.7, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

- a) That is cost-reimbursement, incentive, time-and-materials, labor-hour, or price- re-determinable type or any combination of these;
- b) For which cost, or pricing data are required; or
- c) That requires the subcontractor to furnish reports as discussed in Section H.6.5 of this clause.

#### **H.7. ADVISORY AND ASSISTANCE SERVICES**

This contract is a “nonpersonal services contract”. The Consultant and the Consultant’s employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and

administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government's right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

## **H.8 LIVING WAGE ACT**

The Contractor agrees that the work performed under the proposed contract shall be subject to the living wage act in effect at the time of the Contract execution by the Department. As such, the Contractor and its subcontractors shall comply with the wage reporting requirements imposed by the act as set forth in Attachment J.7.

## **H.9 SUBCONTRACTING REQUIREMENTS**

### **H.9.1 Mandatory Subcontracting Requirements**

- H.9.1.1** For all contracts in excess of \$250,000, at least 50% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- H.9.1.2** If there are insufficient SBEs to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 50% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- H.9.1.3** A prime contractor that is certified by DSLBD as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of Sections H.9.1.1 and H.9.1.2.
- H.9.1.4** Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 50% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.5** If the prime contractor is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 50% of the subcontracting effort shall be with CBEs. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

**H.9.1.7** A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

## **H.9.2 Subcontracting Plan**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 50% of the dollar volume of this contract in accordance with the provisions of Section H.9.1 of this clause. The SBE Subcontracting Plan (Attachment J.5) shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District. Each subcontracting plan shall include the following:

- (a) The name and address of each subcontractor;
- (b) A current certification number of the small or certified business enterprise;
- (c) The scope of work to be performed by each subcontractor; and
- (d) The price that the prime contractor will pay each subcontractor.

## **H.9.3 Copies of Subcontracts**

Within twenty-one (21) days of the date of award, the Consultant shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, COTR, District of Columbia Auditor and the Director of DSLBD.

## **H.9.4 Subcontracting Plan Compliance Reporting**

**H.9.4.1** If the Consultant has a subcontracting plan required by law for this contract, the Consultant shall submit a quarterly report to the CO, COTR, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- (a) The price that the prime contractor will pay each subcontractor under the subcontract;
- (b) A description of the goods procured or the services subcontracted;
- (c) The amount paid by the prime contractor under the subcontract; and
- (d) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

**H.9.4.2** If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

## **H.9.5 Annual Meetings**

Upon at least 30-days written notice provided by DSLBD, the Consultant shall meet annually with the CO, COTR, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

## **H.9.6 Notices**

The Consultant shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

## **H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan**

**H.9.7.1** A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

**H.9.7.2** A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

**H.9.7.3** If the CO determines the Consultant’s failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in Article 8 of the SCP, Default.

## **H.10 FAIR CRIMINAL RECORD SCREENING**

**H.10.1** The Consultant shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the “Act” as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

**H.10.2** Prior to making a conditional offer of employment, the Consultant shall not require an applicant for employment, or a person who has requested consideration for employment by the Consultant, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

**H.10.3** After making a conditional offer of employment, the Consultant may require an applicant to disclose or reveal a criminal conviction.

**H.10.4** The Consultant may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.

**H.10.5** This section and the provisions of the Act shall not apply:

- (a) Where a federal or District law or regulation requires the consideration of an applicant’s criminal history for the purposes of employment;

- (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
- (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
- (d) To employers that employ less than 11 employees.

**H.10.6** A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

## **H.11 DISTRICT RESPONSIBILITIES**

### **H.11.1 Related Procurements**

The Department intends to establish a comprehensive roof management system with solicitations to address the design, quality assurance, and construction administration for capital improvement projects, and a multiple award solicitation to identify the resources to implement the required repair or replacement of identified roofs. The roof management system is intended to achieve the goals and objectives discussed in C.2.

## **H.12 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Consultant shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Consultant shall obtain written approval of the CO for any proposed substitution of key personnel.

## **SECTION I: CONTRACT CLAUSES**

### **I.1 GOVERNING LAW**

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia. In addition, it shall be the responsibility of the Consultant to perform under the Contract in conformance with the Department's Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

### **I.2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

All work shall be in accordance with the Department of General Services Standard Contract Provisions (General Provisions) for Supplies and Services Contracts (SCP) (Attachment J.2).

### **I.3 CONTRACTS THAT CROSS FISCAL YEARS**

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

### **I.4 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

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

### **I.5 CONTINUITY OF SERVICES**

**I.5.1** The Consultant recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Consultant agrees to:

**I.5.1.1** Furnish phase-out, phase-in (transition) training; and

**I.5.1.2** Exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

**I.5.2** The Consultant shall, upon the Contracting Officer's written notice:

**I.5.2.1** Furnish phase-in, phase-out services for up to ninety (90) days after this contract expires and

**I.5.2.2** Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan and shall be

- I.5.3** The Consultant shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- I.5.4** The Consultant shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Consultant also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Consultant shall release them at a mutually agreeable date and negotiate the transfer of their earned fringe benefits to the successor.
- I.5.5** Only in accordance with a modification issued by the Contracting Officer, the Consultant shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

**I.6 CONFIDENTIALITY OF INFORMATION**

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

**I.7 DISPUTES**

All disputes arising under or relating to the contract shall be resolved as provided in the Standard Contract Provisions for use with District of Columbia Department of General Services Supplies and Services Contracts (“SCP”), Article 14: Disputes (Attachment J.2).

**I.8 CHANGES**

- I.8.1** The CO 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 the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, 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 Section I.7 - Disputes.
- I.8.2** The District shall not require the Consultant, and the Consultant shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of this contract, unless the CO:

- a) Agrees with Consultant, and if applicable, the subcontractor on a price for the additional work;
- b) Obtains a certification of funding to pay for the additional work;
- c) Makes a written, binding commitment with the Consultant to pay for the additional work within 30-days after the Consultant submits a proper invoice; and
- d) Provides the Consultant with written notice of the funding certification.

**I.8.3** The Consultant shall include in its subcontracts a clause that requires the Consultant to:

- a) Within 5 business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
- b) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
- c) Notify the subcontractor and CO in writing of the reason the Consultant withholds any payment from a subcontractor for the additional work.
- d) Neither the District, Consultant, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.

**I.9 TIME**

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

**I.10 RIGHTS IN DATA**

**A. Definitions**

1. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Consultant, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.
3. “Custom Products” - Products, preliminary, final, or otherwise, which are created or developed by Consultant, its subcontractors, partners, employees, resellers or agents for the District under the contract.
4. “District” – The District of Columbia and its agencies.

**B. Title to Project Deliverables**

The Consultant acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Consultant or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Consultant’s bid that adaptation will violate existing agreements or statutes and Consultant demonstrates such to the District’s satisfaction), and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the Project or work plan or contract. Licenses shall be granted in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.
2. Custom Products: Effective upon Product creation, Consultant hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title, and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction, and marketing by or through Consultant.

**C. Transfers or Assignments of Existing or Custom Products by the District**

The Department may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Consultant from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques, and experience developed under a Project or work plan in the course of Consultant’s business.

**D. Subcontractor Rights**

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

**E. Source Code Escrow**

1. For all computer software furnished to the District with the rights specified in Section B.2, the Consultant shall furnish to the District, a copy of the source code with such rights of the scope as specified in Section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in Section B.1 of this clause, the District, if the Consultant either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Consultant should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Consultant or Product manufacturer/developer of software furnished to the District with the rights specified in Section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Consultant shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Consultant shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above and certify such updating of escrow to the District in writing.

**F. Indemnification and Limitation of Liability**

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

### **I.11 OTHER CONTRACTORS**

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

### **I.12 SUBCONTRACTS**

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

### **I.13 INSURANCE**

**I.13.1 GENERAL REQUIREMENTS.** The Consultant at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Consultant shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Consultant shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Consultant and its subcontractors (except for workers’ compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Consultant or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Consultant or its subcontractors, and not the additional insured. The additional insured status under the Consultant’s and its subcontractors’ Commercial General Liability insurance policies shall be affected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Consultant’s and its subcontractors’ liability policies (except for workers’ compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other

insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Consultant or its subcontractors, or anyone for whom the Consultant or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Consultant and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

1. Commercial General Liability Insurance (“CGL”) - The Consultant shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Consultant, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

The vendor should be named as an additional insured on the applicable manufacturer’s/distributor’s Commercial General Liability policy using Insurance Services Office, Inc. (“ISO”) form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

2. Automobile Liability Insurance - The Consultant shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Consultant, with minimum per accident limits equal to the greater of (i) the limits set forth in the Consultant’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers’ Compensation Insurance - The Consultant shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer’s Liability Insurance - The Consultant shall provide evidence satisfactory to the CO of employer’s liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of the Government of the District of Columbia.

4. Crime Insurance (3rd Party Indemnity) - The Consultant shall provide a 3rd Party Crime policy to cover the dishonest acts of Consultant's employees which result in a loss to the District. The policy shall provide a limit of \$50,000 per occurrence.
5. Cyber Liability Insurance - The Consultant shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
6. Environmental Liability Insurance - The Consultant shall provide evidence satisfactory to the CO of pollution legal liability insurance covering losses caused by pollution conditions that arise from the ongoing or completed operations of the Consultant. Completed operations coverage shall remain in effect for at least ten (10) years after completion of the work. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), cleanup costs, liability, and cleanup costs while in transit, and defense (including costs and expenses incurred in the investigation, defense and settlement of claims). There shall be neither an exclusion nor a sublimit for mold-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Consultant's pollution legal liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Consultant warrants that any retroactive date applicable to coverages under the policy precedes the Consultant's performance of any work under the Contract and that continuous coverage will be maintained or an extended reporting period will be exercised for at least ten (10) years after completion. The Consultant also must furnish to the Owner certificates of insurance evidencing pollution legal liability insurance maintained by the transportation and disposal site operators(s) used by the Consultant for losses arising from facility(ies) accepting, storing, or disposing hazardous materials or other waste as a result of the Consultant's operations. Such coverages must be maintained with limits of at least the amounts set forth above.
7. Professional Liability Insurance (Errors & Omissions) - The Consultant shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Consultant warrants that any applicable retroactive date precedes the date the Consultant first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.

8. Sexual/Physical Abuse & Molestation - The Consultant shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called “silent” coverage under a commercial general liability or professional liability policy will not be acceptable.
9. Commercial Umbrella or Excess Liability - The Consultant shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Consultant’s umbrella or excess liability policy or (ii) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

**I.13.2 PRIMARY AND NONCONTRIBUTORY INSURANCE**

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

**I.13.3 DURATION.** The Consultant shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

**I.13.4 LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONSULTANT’S LIABILITY UNDER THIS CONTRACT.**

**I.13.5 CONSULTANT’S PROPERTY.** Consultant and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

**I.13.6 MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Consultant shall include all of the costs of insurance and bonds in the contract price.

**I.13.7 NOTIFICATION.** The Consultant shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Consultant shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

The Consultant will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

**I.13.8 CERTIFICATES OF INSURANCE.** The Consultant shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to electronically to [james.marshall@dc.gov](mailto:james.marshall@dc.gov) :

The CO may request and the Consultant shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Consultant expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

**I.13.9 DISCLOSURE OF INFORMATION.** The Consultant agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Consultant, its agents, employees, servants, or subcontractors in the performance of this contract.

**I.13.10 CARRIER RATINGS.** All Consultant 's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

#### **I.14 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85- 85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J.4. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

#### **I.15 ORDER OF PRECEDENCE**

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

- (a) An applicable Court Order, if any;
- (b) Contract document;
- (c) Standard Contract Provisions (General Provisions) Supplies and Services Contract (SCP);
- (d) Contract Attachments other than the Standard Contract Provisions (General Provisions) Supplies and Services Contract (SCP) in the order they appear;
- (e) RFP, as amended;
- (f) BAFOs (in order of most recent to earliest); and
- (g) Contractor's Proposal.

**I.16 NON-DISCRIMINATION CLAUSE**

See Article 20 of the Standard Contract Provisions (General Provisions) Supplies and Services Contract (SCP)(Attachment J.2).

**I.17 COMPLIANCE WITH MAYOR'S ORDERS REGARDING COVID-19**

**I.17.1** The Consultant is required to comply with Mayor's Order 2021-099, COVID-19 Vaccination Certification Requirement for District Government Employees, Contractors, Interns, and Grantees, dated August 10, 2021, and all substantially similar vaccine requirements, including any modifications to this Order, unless and until they are rescinded or superseded. At the request of the District government, Contractors may be asked to provide certification of compliance with this requirement and/or documents and records in support of this certification.

**I.17.2** The Consultant is required to comply with City Administrator's Order 2021-4, Resumption of Requirement for All Persons to Wear a Mask Inside District Government Buildings and While on Duty as a District Government Employee or Contractor, dated July 30, 2021, and all substantially similar mask requirements including any modifications to this Order, unless and until they are rescinded or superseded.

**I.18 NONPROFIT FAIR COMPENSATION ACT OF 2020, D.C. Code § 2-222.01 et seq.**

**I.18.1** Nonprofit organizations, as defined in the Act, shall include in their rates the indirect costs incurred in provision of goods or performance of services under this contract pursuant to the nonprofit organization's unexpired Negotiated Indirect Cost Rate Agreement (NICRA). If a nonprofit organization does not have an unexpired NICRA, the nonprofit organization may elect to instead include in its rates its indirect costs:

- (1) As calculated using a de minimis rate of 10% of all direct costs under this contract;
- (2) By negotiating a new percentage indirect cost rate with the awarding agency;
- (3) As calculated with the same percentage indirect cost rate as the nonprofit organization negotiated with any District agency within the past 2 years; however, a nonprofit organization may request to renegotiate indirect costs rates in accordance with B.7.2; or
- (4) As calculated with the same percentage indirect cost rate as the nonprofit organization negotiated with any District agency within the past 2 years; however, a nonprofit organization may request to renegotiate indirect costs rates in accordance with B.7.2; or

**I.18.2** If this contract is funded by a federal agency, indirect costs shall be consistent with the requirements for pass-through entities in 2 C.F.R. § 200.331, or any successor regulations.

**I.18.3** The Consultant shall pay its subcontractors which are nonprofit organizations the same indirect cost rates as the nonprofit organization subcontractors would have received as a prime contractor.

**I.19 CAMPAIGN FINANCWE REFORM ACT**

The Consultant agrees to comply with the Campaign Finance Reform Act certification requirement pursuant to D.C. Official Code § 1-1161.01 and will satisfy all self-certification requirements prior to the execution of the Contract, **Attachment J.11**.

**SECTION J  
 ATTACHMENTS**

The following list of attachments is incorporated into the solicitation by reference.

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Section B.3 Offer Letter and Price Sheets
<b>J.2</b>	The Department of General Services Standard Contract Provisions (General Provisions) Supplies and Services Contracts, (SCP)
<b>J.3</b>	U.S. Department of Labor Service Contract Act Wage Determination
<b>J.4</b>	Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85
<b>J.5</b>	DSLBD SBE Subcontracting Plan (if required by law)
<b>J.6</b>	Department of Employment Services First Source Employment Agreement and First Source Initial Employment Plan
<b>J.7</b>	Way to Work Amendment Act of 2006 – Living Wage Notice and Fact Sheet
<b>J.8</b>	Bidder/Offeror Certification Form
<b>J.9</b>	Past Performance Evaluation
<b>J.10</b>	Tax Certification Affidavit
<b>J.11</b>	Campaign Finance Reform Contractor Self-Certification

**SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS AND**  
**OTHER STATEMENTS OF OFFERORS**

Bidder/Offeror Certification Form Attachment J.8

## **SECTION L INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **L.1 CONTRACT AWARD**

#### **L.1.1 Most Advantageous to the District**

The Department intends to award a single contract resulting from this solicitation to the responsive and responsible offerors whose offers conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

#### **L.1.2 Selection of Negotiation Process**

In accordance with 27 DCMR § 1632, after evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the CO may elect to proceed with any method of negotiations, discussions or award of the contract without negotiations, which is set forth in subsections (a), (b), (c), or (d) of 27 DCMR § 1632.1. If the CO elects to proceed with negotiations under subsection (c) of 27 DCMR §1632.1, the CO may limit, for purposes of efficiency, the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

### **L.2 PROPOSAL ORGANIZATION AND CONTENT**

**L.2.1** The offeror shall submit two (2) attachments in its electronic submittal: (1) a technical proposal, and (2) a price proposal. The offeror shall label each attachment, i.e., “Technical Proposal”, “Price Proposal.”

**L.2.2** Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror’s response. The offeror shall submit information in a clear, concise, factual, and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the way the offeror proposes to fully meet the requirements in Section C.

#### **L.2.3 Technical Proposal**

The Technical proposal shall be prepared in accordance with the instructions and format given in this section. Failure to provide a Technical Proposal that does not follow the instruction may render an Offeror’s proposal incomplete and unacceptable for award (non-responsive). Offerors are strongly cautioned to follow the format below in preparing their proposals. This will allow for ease of evaluation. Proposals will be evaluated in accordance with the evaluation criteria listed in Section M.3, Evaluation Criteria. Technical Proposals shall not include price or pricing information. The Technical Proposal shall contain the following information:

**L.2.3.1 Executive Summary.** Each Offer shall provide an executive summary of no more than three (3) pages that includes at a minimum the following:

**L.2.3.1.1 General Team Information and Firm(s) Data** Each Offeror should provide the following information for the Consultant and each of its team members/subconsultants.

- a) Identification of the Offeror's team members and a description of each team member's role.
- b) Name, address, and web site address
- c) Firm profile, including:
  1. Age
  2. Firm history
  3. Firm size
  4. Areas of specialty/concentration
  5. Current workload projected over the next year

**L.2.3.1.2** A discussion of the highlights of the Offeror's Technical Proposal.

**L.2.3.2 Technical Expertise of Offeror's Key Personnel and Team Members (25 points)**

The Department desires to engage a Consultant with demonstrated technical expertise in the field of Roof Consultation necessary to realize the objectives set forth in this RFP. The Offeror's, the Offeror's Key Personnel, and other team members will be evaluated based on their demonstrated expertise and experience in providing the services described in C.3 including (i) overall experience performing Roof Management Consultation; (ii) providing roof consulting services in support of the operations and maintenance of large roof portfolios; (iii); developing/utilizing an online application or database platform and use of technology for managing roof or similar assets; (iv) knowledge of and experience with school, recreation, and other municipal facilities; (v) knowledge of and experience with various types of roofing systems, including but not limited to flat, low, and steep slope roofs, and green roofs. The Offeror shall provide the following information:

- a) Organizational chart - The organizational chart shall identify all staff/positions to perform services under this contract including the Offeror's Key Personnel and other staff as well as other team members. The organizational chart shall clearly show the reporting structure and the lines of accountability. The Offeror shall provide the name, if known, title for all entries and indicate those that are part of the Offeror's staff and those that are not.
- b) Provide a resume for each named Key Personnel, demonstrating the qualification requirements described in C.3.5.1 have been met and the Key Personnel have the previous experience, education, licensing, certifications specialized experience and demonstrated technical competence necessary to successfully complete their role in the Project. The Offeror shall ensure that each resume identifies and discusses the most recent Projects worked on similar to the requirements described in C.6.
- c) Discussion of the Offeror's other staff as described in C.3.5.2 as well as other team members and their role in successfully completing the requirements described in C.3. The staff's expertise and experience as it relates to the required services should be included in the discussion.

- d) A matrix of the Key Personnel providing their level of engagement for this project and their specific expertise relative to the project requirements described in Section C.3.
- e) Experience that the key team members have working together and personal qualifications of Key Personnel

This factor is worth twenty (25) points.

### **L.2.3.3 Past Performance and Relevant Experience Offeror shall provide (25 Points)**

The Department desires to engage a Consultant with the experience necessary to successfully manage large roof portfolios more than 375 buildings and totaling at least 10,000 square feet as described in Section C.3 of this RFP. This factor considers the extent of the Offeror and the Offeror's team's past performance within the last seven (7) years, providing the services detailed in Section C.3. Offerors shall provide the following:

- a) **Past Projects.** The Offeror shall provide detailed information on a minimum of five (5) similar projects completed with a city, county, or state municipalities, federal government, or private entities performing requiring services as described in Section C.3 in the past seven (7) years. In addition, The Offeror shall provide a minimum of two (2) similar project information for each key team members, as applicable. The Offeror shall provide the following information for each project:
  - 1. Client name, location and contact person name, email address, and telephone number.
  - 2. Description of the work performed by the Offeror/team member; including comparisons to requirement discussed in C.3
  - 3. Number buildings, total square footage and types of roofs
  - 4. time period of the contract
  - 5. total contract value
- b) **Past Performance Evaluations.** The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms (Attachment J.9) are completed and submitted on behalf of the Offeror to the attention of the Contact Person identified in L.19 via the DGS portal at <https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2> before the due date for proposals provided in L.4.2. The Offeror shall also include in the Offeror's Technical proposal a minimum of two (2) Past Performance Evaluation forms for each of the Offeror's team members.

If the Offeror is a team or Joint Venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or Joint Venture separately, considering their role in the proposed team or Joint Venture.

This element of the evaluation will be worth up to twenty (25) points.

#### **L.2.3.4 Management Plan (25 points)**

Offerors are required to submit a Management Plan. The Management Plan should clearly explain how the Consultant intends to operate and maintain the DGS roof portfolio both on a macro level and at an individual project level. The Management Plan should address at a minimum the following:

- a) Identify how each of the tasks set forth in Sections C.3 of this RFP will be achieved including process steps, verifying accuracy;
- b) Describe the key challenges inherent in this engagement and explain how they will be overcome or mitigated;
- c) Discuss the use of technology in the completion of the required services and the housing of data in the database
- d) Provide templates and completed samples of the following required documents and explain how the documents will be utilized by the Consultant to improve the operation and maintenance of the Department’s roof portfolio:
  1. Condition Assessment Report;
  2. Preventive Maintenance Checklist;
  3. Sample from on-line roof management database and
  4. Sample of weekly and monthly reports. The Contractor shall discuss how these documents have been used by the Consultant in the past and will be used in the future.
- e) Outline what documents and files the Consultant will maintain in managing the Department’s portfolio and their contribution to completion of the requirements.

This element of the evaluation is worth up to twenty-five (25) points.

#### **L.2.4 Volume 2 Price Proposal (25 Points)**

##### **L.2.4.1 Offer Letter and Price Sheets**

The Offeror shall complete and submit the Offer Letter and Price Sheet provided as Attachment J.1.

##### **L.2.4.2 Price Proposal Attachments**

The Offeror shall complete and provide the following Attachments in the Offeror’s Price Proposal:

- a) Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85, Attachment J.4;
- b) DSLBD Subcontracting Plan (Attachment J.5);
- c) First Source Employment Agreement and First Source Employment Plan (Attachment J.6);
- d) Bidder-Offeror Certification Form. Each Offeror shall complete and submit with its Price Proposal the Bidder-Offeror Certification Form attached hereto as Attachment

- J.8. An Offeror who submits an incomplete or improperly or inaccurately completed Bidder-Offeror Certification Form may be deemed non-responsive;
- e) Clean Hands Certification available at <https://mytax.dc.gov/> ;
- f) Page 1 of the RFP with Acknowledgement of Amendments section completed; and
- g) Legal Status of Offeror – The Offeror shall include the information listed in Section L.15 Legal Status of Offeror.

### **L.2.5 CBE Preference (12 points)**

The remaining twelve (12) points will be awarded based on the Offeror status as a CBE/SBE as outlined in Section H.9\_ of this RFP.

**L.2.6** Offerors shall complete, sign, and submit all Representations, Certifications and Acknowledgments as appropriate.

**L.2.7** The District will reject any offer that fails to include a subcontracting plan that is required by law.

### **L.3 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC**

In addition to the proposal submission requirements in Section L.2 above, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code § 2-534. Redacted copies of the offeror’s proposal must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code § 2-536(b) requires the District to make available electronically copies of records that must be made public. The District’s policy is to release documents relating to District proposals following award of the contract, subject to applicable Freedom of Information Act (FOIA) exemption under § 2-534(a)(1). Successful proposals will be published on the OCP website in accordance with D.C. Official Code § 2-361.04, subject to applicable FOIA exemptions.

**L.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

**L.4.1 Delivery of Submissions**

Submissions shall be submitted electronically through the DGS portal at:

<https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2>

**L.4.2 Date and Time for Receiving Submissions**

Submissions shall be sent electronically as described in Section L.4.1 no later than **2:00 P.M.** on **April 18, 2024**. The Offeror assumes the sole responsibility for timely submission of its proposal.

**L.4.3 Withdrawal or Modification of Proposals**

An offeror may modify or withdraw its proposal at any time before the closing date and time for receipt of proposals.

**L.4.4 Late Proposals**

The Department will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals.

**L.4.5 Late Modifications**

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

**L.5 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question electronically to the Contact Person identified in L.19 via the DGS portal at <https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2>. The prospective offeror should submit questions no later than March 28, 2024. The District may not consider any questions received after March 28, 2024. The District will furnish responses via the DGS website. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

## **L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.6.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

**"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.**

**If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."**

**L.6.2** Mark each sheet of data it wishes to restrict with the following legend:

**"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."**

## **L.7 PROPOSALS WITH OPTION YEARS**

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option year(s).

## **L.8 PROPOSAL PROTESTS**

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4<sup>th</sup> Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

## **L.9 UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive visual and other presentation aids are neither necessary nor desired.

**L.10 RETENTION OF PROPOSALS**

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

**L.11 PROPOSAL COSTS**

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

**L.12 CERTIFICATES OF INSURANCE**

Prior to commencing work, the Consultant shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.13 to [james.marshall@dc.gov](mailto:james.marshall@dc.gov) :

**L.13 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation on page 1 of the solicitation. An offeror’s failure to acknowledge an amendment may result in rejection of its offer.

**L.14 BEST AND FINAL OFFERS**

If, after receiving original proposals, negotiations are conducted under 27 DCMR § 1632.1(c), all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at a designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After evaluation of best and final offers, the CO may award the contract to the highest-ranked offeror, or negotiate with the highest ranked offeror in accordance with 27 DCMR § 1634.

**L.15 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.15.1** Name, address, telephone number and federal tax identification number of offeror;

**L.15.2** A copy of each District of Columbia license, registration, or certification that the offeror is required by law to obtain. If the offeror is a corporation or partnership and does not provide a copy of its license, registration, or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.15.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements. If the Offeror is a team, the teaming agreement should include intentions, roles and responsibility of the prime contractor, roles, and responsibility of the teaming partner, why the parties are teaming, division of the work and percentages. If the Offeror is a team or a Joint Venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or Joint Venture

considering their role in the proposed team or Joint Venture.

## **L.16 FAMILIARIZATION WITH CONDITIONS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed. \

## **L.17 GENERAL STANDARDS OF RESPONSIBILITY**

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit relevant documentation within five (5) days of the request by the District.

**L.17.1** To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

**L.17.2** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

## **L.18 PRE-PROPOSAL CONFERENCE**

### **L.18.1 Pre-proposal Conference**

A Pre-proposal conference will be held on March 21, 2024 at 10:00am at Department of General Services located at 3924 Minnesota Ave NE, 1<sup>st</sup> Floor- Chuck Brown Conference Room No. 1121, Washington, DC 20019.

While participation in the Pre-Proposal Conference is not mandatory, interested offerors are required to confirm their participation by sending an email to [jamshaid.azizi@dc.gov](mailto:jamshaid.azizi@dc.gov) no later than March 19, 2024 by 2:00 PM.

Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. The District will furnish responses via the Department's web site. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting proposals, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

#### **L.19 CONTACT PERSON**

The contact person for this solicitation is:

Jamshaid Azizi  
Contract Specialist  
3924 Minnesota Avenue NE 5<sup>th</sup> Floor  
Washington, DC 20019  
202 664-0416  
[jamshaid.azizi@dc.gov](mailto:jamshaid.azizi@dc.gov)

**SECTION M:  
 EVALUATION FACTORS**

**M.1 EVALUATION FOR AWARD**

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

**M.2 TECHNICAL RATING**

**M.2.1** The Technical Rating Scale is as follows:

<b>Numeric Rating</b>	<b>Adjective</b>	<b>Description</b>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

**M.2.2** The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror’s score for each factor. The offeror’s total technical score will be determined by adding the offeror’s score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good,” then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the offeror’s total technical score will be determined by adding the offeror’s score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good” for the first subfactor and “Poor” for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

### **M.3 EVALUATION CRITERIA**

Each Proposal will be scored on a scale of zero (0) to one hundred twelve (**112**) points. Offerors will be eligible to receive up to twelve (12) of the one hundred twelve (**112**) points based on the Offeror’s status as a CBE. The Department’s evaluation shall not necessarily be limited to the information provided in the Offeror’s Proposal. As part of the evaluation, the Department will also consider its own historical experience with the Offeror, and the direct experience with the Offeror of the members of the evaluation panel and others involved in the evaluation process. Proposals will be evaluated based on the following evaluation factors in the manner described below:

#### **M.3.1 Technical Proposal - Volume 1 (75 Points)**

The Technical Proposal must include necessary information to enable evaluators to form a concrete conclusion of the Offeror’s ability to perform the work identified in Section C.3. The evaluation of each Technical Proposal shall measure the ability of the Offeror to provide the roofing consulting services as described in Section C.3 and provided in response to the submission requirements specified in Section L.2.3. The Technical evaluation will be worth 75 (seventy-five) points. The total points are distributed in accordance with the following:

**M.3.1.1 Technical Expertise of Offeror’s Key Personnel and Team Members (25 points)**

**M.3.1.3 Past Performance and Relevant Experience Offeror and Team Members (25 points)**

**M.3.1.4 Management Plan (25 points)**

**M.3.2 Price (0 - 25 points)**

The price evaluation will be objective and will be worth 20 points. The Department will evaluate the offerors total proposed Grand Total provided in Section B.3.3 (Attachment J.1). The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{weight} = \text{Evaluated price score}$$

**M.3.3 Preference Points 0-12 Points**

The maximum preference points a Consultant can receive is 12. The preference points as described in M.5 will be added to the Consultant’s evaluation score.

**M.4 EVALUATION OF OPTION YEARS**

The District will evaluate offers for award purposes by evaluating the total price for the base year and all options years. Evaluation of options shall not obligate the District to exercise them.

**M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 *et seq.*, as amended (“Act”, as used in this section), the District shall apply preferences in evaluating proposals from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

**M.5.1 Application of Preferences**

For evaluation purposes, the allowable preferences under the Act shall be applicable to prime contractors as follows:

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the DSLBD will receive the addition of three points on a 100-point scale added to the overall score.
- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an

enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

**M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

**M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

**M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

## **M.5.2 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

## **M.5.3 Preferences for Certified Joint Ventures**

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a(h).

## **M.5.4 Verification of Offeror’s Certification as a Certified Business Enterprise**

**M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The CO will verify the offeror’s certification with DSLBD, and the offeror should not submit with its proposal any additional documentation regarding its certification as a certified business enterprise.

**M.5.4.2** Any vendor seeking certification to receive preferences under this solicitation should contact the:  
Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, NW, Suite 850N  
Washington DC 20001

**M.5.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

## **M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.6.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

**M.6.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or

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Roof Management System – Operations and Maintenance

voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES**



**ATTACHMENT J.1 – OFFER LETTER AND  
PRICE SHEETS/COST SCHEDULE.**

**(ATTACHMENT WILL APPEAR ON THE FOLLOWING PAGES)**

Attachment J.1

[Offeror' s Letterhead]

March 12, 2024

James H. Marshall  
Contracting Officer  
Department of General Services  
3924 Minnesota Avenue NE, 5<sup>th</sup> Floor  
Washington, DC 20019

Reference: Request for Proposals (RFP) **DCAM-24-NC-RFP-0018**, Roof Management System Operation and Maintenance.

Dear Mr. Marshall:

On behalf of [INSERT NAME OF OFFEROR] (the "Offeror"), I am pleased to submit this Proposal in response to the Department of General Services (the "Department" or "DGS") Request for Proposals ("RFP") to implement the operations and maintenance portion of the Department's Roof Management System. The Offeror has reviewed the RFP and the attachments thereto, and any addenda thereto (collectively, the "Proposal Documents") and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit its Proposal in response to the RFP. The Offeror's fixed prices for each year, total fixed price for each year and grand total are provided in Exhibit 1 to Attachment J.1.

The Offeror's Proposal including the fixed price are based on the Proposal Documents as issued and assume no material alteration of the terms of the Proposal Documents (collectively, the Proposal, the fixed prices are referred to as the "Offeror's Proposal").

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

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

1. Assuming the Offeror is selected by the Department and subject only to the changes requested in paragraph 5, the Offeror agrees to enter into a contract with the Department on the terms and conditions described in the Proposal Documents within ten (10) days of the notice of the award.
2. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Offeror to the terms of the Offeror's Proposal.

3. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror's Proposal.
4. The Offeror and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a proposal in response to the RFP in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a proposal in response to the RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law..
5. The Offeror's proposal is subject to the following requested changes to the Form of Contract: IINSERT REQUESTED CHANGES. OFFERORS ARE ADVISED THAT THE CHANGES SO IDENTIFIED SHOULD BE SPECIFIC SO AS TO PERMIT THE DEPARTMENT TO EVALUATE THE IMPACT OF THE REOUESTED CHANGES IN REVIEW PROCESS. GENERIC STATEMENTS SUCH AS "A MUTUALLY ACCEPTABLE CONTRACT" ARE NOT ACCEPTABLE. OFFERORS ARE FURTHER ADVISED THAT THE DEPARTMENT WILL CONSIDER THE REOUESTED CHANGES AS PART OF THE EVALUATION PROCESS.
6. The Offeror hereby certifies that neither it nor any of its team members have entered into any agreement (written or oral) that would prohibit any contractor, subcontractor or subconsultant that is certified by the District of Columbia Office of Department of Small and Local Business Enterprises as a Local, Small, Resident Owned or Disadvantaged Business Enterprise (collectively, "LSDBE Certified Companies") from participating in the work if another company is awarded the contract.
7. This bid form and the Offeror's Proposal are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, AND STATE OF FORMATION FOR THE OFFEROR].

Sincerely,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**B.3 PRICE SCHEDULE – FIRM FIXED PRICE****B.3.1 Base Year**

<b>Contract Line Item Number (CLIN)</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Extended Price</b>
<b>001</b>	Roof Surveys and Assessment (Entire DGS Portfolio) as described in C.3.1.1.	<b>Lot</b>	<b>1</b>	\$ _____
<b>002</b>	Condition Assessment Reports for Each Bldg. (Entire DGS Portfolio) as described in C.3.1.2.	<b>Lot</b>	<b>1</b>	\$ _____
<b>003</b>	Annual Preventive Maintenance Surveys (Flat and Low Slope Roofs) (Flat and Low Slope Roofs- Entire DGS Portfolio) as described in C.3.1.3.	Included in CLIN 001		
<b>004</b>	Preventative Maintenance Checklist for Each Roof Section (Entire DGS Portfolio) as described in C.3.1.4	<b>Lot</b>	<b>1</b>	\$ _____
<b>005</b>	Steep Slope Roof Inspections and Maintenance as described in C.3.1.5.	<b>Lot</b>	<b>1</b>	\$ _____
<b>006</b>	Roof Database as described in C.3.2.	<b>Lot</b>	<b>1</b>	\$ _____
<b>007</b>	24/7 Leak Response Call Center (Annual 12- Months). as described in C.3.3.	<b>Lot</b>	<b>1</b>	\$ _____
<b>Base Year Total Fixed Price CLINS 001 - 007</b>				\$ _____

**B.3.2 Option Year 1**

<b>CLIN</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Extended Price</b>
<b>101</b>	Roof Surveys and Assessment (Entire DGS Portfolio) as described in C.3.1.1.	<b>Lot</b>	<b>1</b>	\$ _____
<b>102</b>	Condition Assessment Reports for Each Bldg. (Entire DGS Portfolio) as described in C.3.1.2.	<b>Lot</b>	<b>1</b>	\$ _____
<b>103</b>	Annual Preventive Maintenance Surveys (Flat and Low Slope Roofs) (Flat and Low Slope Roofs- Entire DGS Portfolio) as described in C.3.1.3.	Included in CLIN 101		
<b>104</b>	Preventative Maintenance Checklist for Each Roof Section (Entire DGS Portfolio) as described in C.3.1.4	<b>Lot</b>	<b>1</b>	\$ _____
<b>105</b>	Steep Slope Roof Inspections and Maintenance as described in C.3.1.5.	<b>Lot</b>	<b>1</b>	\$ _____
<b>106</b>	Roof Database as described in C.3.2.	<b>Lot</b>	<b>1</b>	\$ _____
<b>107</b>	24/7 Leak Response Call Center (Annual 12- Months). as described in C.3.3.	<b>Lot</b>	<b>1</b>	\$ _____
<b>Option Year 1 Total Fixed Price CLINS 101 - 107</b>				\$ _____

**B.3.3 Option Year 2**

<b>CLIN</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Extended Price</b>
<b>201</b>	Roof Surveys and Assessment (Entire DGS Portfolio) as described in C.3.1.1.	<b>Lot</b>	<b>1</b>	\$ _____
<b>202</b>	Condition Assessment Reports for Each Bldg. (Entire DGS Portfolio) as described in C.3.1.2.	<b>Lot</b>	<b>1</b>	\$ _____
<b>203</b>	Annual Preventive Maintenance Surveys (Flat and Low Slope Roofs) (Flat and Low Slope Roofs- Entire DGS Portfolio) as described in C.3.1.3.	Included in CLIN 201		
<b>204</b>	Preventative Maintenance Checklist for Each Roof Section (Entire DGS Portfolio) as described in C.3.1.4	<b>Lot</b>	<b>1</b>	\$ _____
<b>205</b>	Steep Slope Roof Inspections and Maintenance as described in C.3.1.5.	<b>Lot</b>	<b>1</b>	\$ _____
<b>206</b>	Roof Database as described in C.3.2.	<b>Lot</b>	<b>1</b>	\$ _____
<b>207</b>	24/7 Leak Response Call Center (Annual 12- Months). as described in C.3.3.	<b>Lot</b>	<b>1</b>	\$ _____
<b>Option Year 2 Total Fixed Price CLINS 201 - 207</b>				\$ _____

**B.3.4 Option Year 3**

<b>CLIN</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Extended Price</b>
<b>301</b>	Roof Surveys and Assessment (Entire DGS Portfolio) as described in C.3.1.1.	<b>Lot</b>	<b>1</b>	\$ _____
<b>302</b>	Condition Assessment Reports for Each Bldg. (Entire DGS Portfolio) as described in C.3.1.2.	<b>Lot</b>	<b>1</b>	\$ _____
<b>303</b>	Annual Preventive Maintenance Surveys (Flat and Low Slope Roofs) (Flat and Low Slope Roofs- Entire DGS Portfolio) as described in C.3.1.3.	Included in CLIN 301		
<b>304</b>	Preventative Maintenance Checklist for Each Roof Section (Entire DGS Portfolio) as described in C.3.1.4	<b>Lot</b>	<b>1</b>	\$ _____
<b>305</b>	Steep Slope Roof Inspections and Maintenance as described in C.3.1.5.	<b>Lot</b>	<b>1</b>	\$ _____
<b>306</b>	Roof Database as described in C.3.2.	<b>Lot</b>	<b>1</b>	\$ _____
<b>307</b>	24/7 Leak Response Call Center (Annual 12- Months). as described in C.3.3.	<b>Lot</b>	<b>1</b>	\$ _____
<b>Option Year Three Total Fixed Price CLINS 301 - 307</b>				\$ _____

**B.3.5 Option Year 4**

<b>CLIN</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Extended Price</b>
<b>401</b>	Roof Surveys and Assessment (Entire DGS Portfolio) as described in C.3.1.1.	<b>Lot</b>	<b>1</b>	\$ _____
<b>402</b>	Condition Assessment Reports for Each Bldg. (Entire DGS Portfolio) as described in C.3.1.2.	<b>Lot</b>	<b>1</b>	\$ _____
<b>403</b>	Annual Preventive Maintenance Surveys (Flat and Low Slope Roofs) (Flat and Low Slope Roofs- Entire DGS Portfolio) as described in C.3.1.3.	Included in CLIN 401		
<b>404</b>	Preventative Maintenance Checklist for Each Roof Section (Entire DGS Portfolio) as described in C.3.1.4	<b>Lot</b>	<b>1</b>	\$ _____
<b>405</b>	Steep Slope Roof Inspections and Maintenance as described in C.3.1.5.	<b>Lot</b>	<b>1</b>	\$ _____
<b>406</b>	Roof Database as described in C.3.2.	<b>Lot</b>	<b>1</b>	\$ _____
<b>407</b>	24/7 Leak Response Call Center (Annual 12- Months). as described in C.3.3.	<b>Lot</b>	<b>1</b>	\$ _____
<b>Option Year Four Total Fixed Price CLINS 401 - 407</b>				\$ _____

**B.3.6 Grand Total**

<b>Section</b>	<b>Period of Performance</b>	<b>Total Fixed Price</b>
<b>B.3.1</b>	Base Year	\$ _____
<b>B.3.2</b>	Option Year 1	\$ _____
<b>B.3.3</b>	Option Year 2	\$ _____
<b>B.3.4</b>	Option Year 3	\$ _____
<b>B.3.5</b>	Option Year 4	\$ _____
<b>Grand Total</b>		\$ _____

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES**



**ATTACHMENT J.2- STANDARD CONTRACT PROVISIONS SERVICES**

**(ATTACHMENT WILL APPEAR ON THE FOLLOWING PAGES)**

# 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 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 its 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 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.

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES**



**ATTACHMENT J.3- SERVICE CONTRACT ACT WAGE DETERMINATION**

**(ATTACHMENT WILL APPEAR ON THE FOLLOWING PAGES)**

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210  Wage Determination No.: 2015-4281 Revision No.: 28 Date Of Last Revision: 12/26/2023
Daniel W. Simms Director	Division of Wage Determinations

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.

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:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 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 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 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 2024.

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 [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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		19.72
01012 - Accounting Clerk II		22.15
01013 - Accounting Clerk III		24.77
01020 - Administrative Assistant		38.21
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		17.09***
01052 - Data Entry Operator II		18.65
01060 - Dispatcher, Motor Vehicle		23.66
01070 - Document Preparation Clerk		19.93
01090 - Duplicating Machine Operator		19.93

01111 - General Clerk I	17.51
01112 - General Clerk II	19.12
01113 - General Clerk III	21.47
01120 - Housing Referral Assistant	26.03
01141 - Messenger Courier	19.79
01191 - Order Clerk I	17.71
01192 - Order Clerk II	19.32
01261 - Personnel Assistant (Employment) I	20.17
01262 - Personnel Assistant (Employment) II	22.56
01263 - Personnel Assistant (Employment) III	25.15
01270 - Production Control Clerk	26.81
01290 - Rental Clerk	19.99
01300 - Scheduler, Maintenance	20.87
01311 - Secretary I	20.87
01312 - Secretary II	23.35
01313 - Secretary III	26.03
01320 - Service Order Dispatcher	21.16
01410 - Supply Technician	38.21
01420 - Survey Worker	21.66
01460 - Switchboard Operator/Receptionist	17.45
01531 - Travel Clerk I	20.59
01532 - Travel Clerk II	22.45
01533 - Travel Clerk III	24.24
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	17.47
05400 - Transmission Repair Specialist	27.74
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.68
07041 - Cook I	18.44
07042 - Cook II	21.44
07070 - Dishwasher	16.05***
07130 - Food Service Worker	16.20***
07210 - Meat Cutter	21.58
07260 - Waiter/Waitress	15.53***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	25.01
09040 - Furniture Handler	14.06***
09080 - Furniture Refinisher	22.55
09090 - Furniture Refinisher Helper	16.71***
09110 - Furniture Repairer, Minor	19.82
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	15.75***
11060 - Elevator Operator	15.87***
11090 - Gardener	24.11
11122 - Housekeeping Aide	16.87***
11150 - Janitor	16.87***
11210 - Laborer, Grounds Maintenance	18.22
11240 - Maid or Houseman	16.04***

11260 - Pruner	17.39
11270 - Tractor Operator	22.05
11330 - Trail Maintenance Worker	18.22
11360 - Window Cleaner	17.67
12000 - Health Occupations	
12010 - Ambulance Driver	24.09
12011 - Breath Alcohol Technician	26.39
12012 - Certified Occupational Therapist Assistant	35.59
12015 - Certified Physical Therapist Assistant	33.02
12020 - Dental Assistant	23.78
12025 - Dental Hygienist	50.57
12030 - EKG Technician	39.45
12035 - Electroneurodiagnostic Technologist	39.45
12040 - Emergency Medical Technician	24.09
12071 - Licensed Practical Nurse I	23.60
12072 - Licensed Practical Nurse II	26.39
12073 - Licensed Practical Nurse III	29.42
12100 - Medical Assistant	20.85
12130 - Medical Laboratory Technician	30.04
12160 - Medical Record Clerk	23.61
12190 - Medical Record Technician	27.06
12195 - Medical Transcriptionist	20.72
12210 - Nuclear Medicine Technologist	43.80
12221 - Nursing Assistant I	14.54***
12222 - Nursing Assistant II	16.35***
12223 - Nursing Assistant III	17.84
12224 - Nursing Assistant IV	20.04
12235 - Optical Dispenser	25.02
12236 - Optical Technician	23.50
12250 - Pharmacy Technician	20.24
12280 - Phlebotomist	22.95
12305 - Radiologic Technologist	39.19
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)	32.71
12320 - Substance Abuse Treatment Counselor	28.96
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	24.49
13042 - Illustrator II	30.33
13043 - Illustrator III	37.10
13047 - Librarian	42.46
13050 - Library Aide/Clerk	19.29
13054 - Library Information Technology Systems Administrator	38.33
13058 - Library Technician	23.58
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	24.23
13110 - Video Teleconference Technician	30.57
14000 - Information Technology Occupations	
14041 - Computer Operator I	25.18
14042 - Computer Operator II	28.19

14043 - Computer Operator III	31.42
14044 - Computer Operator IV	34.89
14045 - Computer Operator V	38.68
14071 - Computer Programmer I	(see 1)
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	25.18
14160 - Personal Computer Support Technician	34.89
14170 - System Support Specialist	40.07
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	38.18
15020 - Aircrew Training Devices Instructor (Rated)	46.20
15030 - Air Crew Training Devices Instructor (Pilot)	55.38
15050 - Computer Based Training Specialist / Instructor	38.18
15060 - Educational Technologist	46.20
15070 - Flight Instructor (Pilot)	55.38
15080 - Graphic Artist	38.26
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	55.38
15086 - Maintenance Test Pilot, Rotary Wing	55.38
15088 - Non-Maintenance Test/Co-Pilot	55.38
15090 - Technical Instructor	32.11
15095 - Technical Instructor/Course Developer	39.27
15110 - Test Proctor	25.91
15120 - Tutor	25.91
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	18.47
16030 - Counter Attendant	18.47
16040 - Dry Cleaner	21.11
16070 - Finisher, Flatwork, Machine	18.47
16090 - Presser, Hand	18.47
16110 - Presser, Machine, Drycleaning	18.47
16130 - Presser, Machine, Shirts	18.47
16160 - Presser, Machine, Wearing Apparel, Laundry	18.47
16190 - Sewing Machine Operator	21.99
16220 - Tailor	22.87
16250 - Washer, Machine	19.35
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	22.38
21030 - Material Coordinator	26.81
21040 - Material Expediter	26.81
21050 - Material Handling Laborer	17.58
21071 - Order Filler	16.95***
21080 - Production Line Worker (Food Processing)	22.38
21110 - Shipping Packer	18.17
21130 - Shipping/Receiving Clerk	18.17
21140 - Store Worker I	17.59
21150 - Stock Clerk	21.28
21210 - Tools And Parts Attendant	22.38
21410 - Warehouse Specialist	22.38
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	41.02
23019 - Aircraft Logs and Records Technician	32.52
23021 - Aircraft Mechanic I	38.95
23022 - Aircraft Mechanic II	41.02
23023 - Aircraft Mechanic III	43.02
23040 - Aircraft Mechanic Helper	27.42
23050 - Aircraft, Painter	36.99
23060 - Aircraft Servicer	32.52

23070 - Aircraft Survival Flight Equipment Technician	36.99
23080 - Aircraft Worker	34.84
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	34.84
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	38.95
23110 - Appliance Mechanic	22.98
23120 - Bicycle Repairer	17.98
23125 - Cable Splicer	37.49
23130 - Carpenter, Maintenance	27.50
23140 - Carpet Layer	22.54
23160 - Electrician, Maintenance	30.37
23181 - Electronics Technician Maintenance I	34.31
23182 - Electronics Technician Maintenance II	36.43
23183 - Electronics Technician Maintenance III	38.36
23260 - Fabric Worker	26.61
23290 - Fire Alarm System Mechanic	29.84
23310 - Fire Extinguisher Repairer	24.53
23311 - Fuel Distribution System Mechanic	37.07
23312 - Fuel Distribution System Operator	28.53
23370 - General Maintenance Worker	23.61
23380 - Ground Support Equipment Mechanic	38.95
23381 - Ground Support Equipment Servicer	32.52
23382 - Ground Support Equipment Worker	34.84
23391 - Gunsmith I	24.53
23392 - Gunsmith II	28.51
23393 - Gunsmith III	31.87
23410 - Heating, Ventilation And Air-Conditioning Mechanic	30.17
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	31.78
23430 - Heavy Equipment Mechanic	29.69
23440 - Heavy Equipment Operator	27.40
23460 - Instrument Mechanic	33.14
23465 - Laboratory/Shelter Mechanic	30.27
23470 - Laborer	17.83
23510 - Locksmith	32.72
23530 - Machinery Maintenance Mechanic	30.29
23550 - Machinist, Maintenance	31.20
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	22.76
23790 - Pipefitter, Maintenance	31.30
23810 - Plumber, Maintenance	29.73
23820 - Pneudraulic Systems Mechanic	31.87
23850 - Rigger	34.16
23870 - Scale Mechanic	28.51
23890 - Sheet-Metal Worker, Maintenance	29.06
23910 - Small Engine Mechanic	23.01
23931 - Telecommunications Mechanic I	37.06
23932 - Telecommunications Mechanic II	39.03
23950 - Telephone Lineman	39.78
23960 - Welder, Combination, Maintenance	27.58
23965 - Well Driller	28.79
23970 - Woodcraft Worker	31.87
23980 - Woodworker	24.53
24000 - Personal Needs Occupations	
24550 - Case Manager	20.75
24570 - Child Care Attendant	16.47***
24580 - Child Care Center Clerk	20.53
24610 - Chore Aide	15.60***

24620 - Family Readiness And Support Services Coordinator	20.75
24630 - Homemaker	20.75
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	38.36
25040 - Sewage Plant Operator	28.60
25070 - Stationary Engineer	38.36
25190 - Ventilation Equipment Tender	27.00
25210 - Water Treatment Plant Operator	28.60
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.90
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	18.60
28042 - Carnival Equipment Repairer	20.33
28043 - Carnival Worker	14.23***
28210 - Gate Attendant/Gate Tender	19.88
28310 - Lifeguard	13.98***
28350 - Park Attendant (Aide)	22.24
28510 - Recreation Aide/Health Facility Attendant	16.24***
28515 - Recreation Specialist	27.56
28630 - Sports Official	17.71
28690 - Swimming Pool Operator	23.63
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	35.06
29020 - Hatch Tender	35.06
29030 - Line Handler	35.06
29041 - Stevedore I	32.73
29042 - Stevedore II	37.23
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	48.97
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	33.77
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	37.19
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	34.36
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	24.57
30362 - Paralegal/Legal Assistant II	30.45
30363 - Paralegal/Legal Assistant III	37.23
30364 - Paralegal/Legal Assistant IV	45.04
30375 - Petroleum Supply Specialist	35.36
30390 - Photo-Optics Technician	28.90
30395 - Radiation Control Technician	35.36
30461 - Technical Writer I	31.20
30462 - Technical Writer II	38.15
30463 - Technical Writer III	46.16
30491 - Unexploded Ordnance (UXO) Technician I	31.12
30492 - Unexploded Ordnance (UXO) Technician II	37.66
30493 - Unexploded Ordnance (UXO) Technician III	45.14
30494 - Unexploded (UXO) Safety Escort	31.12
30495 - Unexploded (UXO) Sweep Personnel	31.12
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	37.66
31020 - Bus Aide	16.66***
31030 - Bus Driver	23.92
31043 - Driver Courier	20.34
31260 - Parking and Lot Attendant	16.01***
31290 - Shuttle Bus Driver	19.93
31310 - Taxi Driver	17.71
31361 - Truckdriver, Light	22.24
31362 - Truckdriver, Medium	24.14
31363 - Truckdriver, Heavy	26.16
31364 - Truckdriver, Tractor-Trailer	26.16
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	18.36
99030 - Cashier	14.39***
99050 - Desk Clerk	15.36***
99095 - Embalmer	34.10
99130 - Flight Follower	31.12
99251 - Laboratory Animal Caretaker I	17.93
99252 - Laboratory Animal Caretaker II	19.60
99260 - Marketing Analyst	37.98
99310 - Mortician	34.10
99410 - Pest Controller	21.91
99510 - Photofinishing Worker	20.52
99710 - Recycling Laborer	22.98
99711 - Recycling Specialist	28.16
99730 - Refuse Collector	20.95
99810 - Sales Clerk	15.66***
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 (\$17.20 per hour) or 13658 (\$12.90 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. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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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](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.98 per hour, up to 40 hours per week, or \$199.20 per week or \$863.20 per month

HEALTH & WELFARE EO 13706: \$4.57 per hour, up to 40 hours per week, or \$182.80 per week, or \$792.13 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.

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

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES**



**ATTACHMENT J.4- EQUAL EMPLOYMENT  
OPPORTUNITIES POLICY STATEMENT**

**(ATTACHMENT WILL APPEAR ON THE FOLLOWING PAGES)**

BUSINESS LETTERHEAD HERE

**NOTICE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY (EEO) REQUIREMENTS**

Mayor's Order 85-85, "Compliance with Equal Opportunity Requirements in Contracts," effective June 10, 1985 ("Mayor's Order 85-85"); the rules implementing Mayor's Order 85-85, 4 DCMR § 1100 et seq.; and the D.C. Human Rights Act of 1977, as amended, D.C. Code § 2-1401 et seq. ("D.C. Human Rights Act") are hereby included as part of this bid/proposal. Therefore, each bidder/offeror shall indicate below their written commitment to comply with Mayor's Order 85-85, the implementing rules, and the D.C. Human Rights Act. Failure to comply with these provisions shall result in rejection of the respective bid/proposal.

I, \_\_\_\_\_, the authorized representative of \_\_\_\_\_ (Name of Contractor/Business), hereinafter referred to as "the Contractor" certify that the Contractor is fully aware of all of all of the provisions of Mayor's Order 85-85, the implementing rules, and the D.C. Human Rights Act. I further certify that the Contractor shall fully comply with Mayor's Order 85-85, the implementing rules, and the D.C. Human Rights Act for the trades, crafts, and skills to be used during the term of the performance of the contract whether or not the work is subcontracted if the Contractor is awarded the D.C. Government Contract referenced by the contract number, solicitation number, and/or bid number entered below. Further, I certify that the Contractor acknowledges and understands that the award of said contract and its continuation are specifically conditioned upon the Contractor's compliance with Mayor's Order 85-85, the implementing rules, and the D.C. Human Rights Act.

\_\_\_\_\_  
Name of Authorized Official and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Name of Contractor/Business

\_\_\_\_\_  
Contract/Solicitation/Bid Number

BUSINESS LETTERHEAD HERE

**EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY COMMITMENT**

\_\_\_\_\_ (Name of Contractor/Business) shall not discriminate against any employee or applicant for employment because of age, color, credit information, disability, family responsibilities, gender identity and expression, genetic information, homeless status, marital status, matriculation, national origin, personal appearance, political affiliation, race, religion, sex, sexual orientation, or status of a victim or family member of a victim of domestic violence, a sexual offense, or stalking.

\_\_\_\_\_ (Name of Contractor/Business) agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, color, credit information, disability, family responsibilities, gender identity and expression, genetic information, homeless status, marital status, matriculation, national origin, personal appearance, political affiliation, race, religion, sex, sexual orientation, or status of a victim or family member of a victim of domestic violence, a sexual offense, or stalking. The affirmative action shall include, but not be limited to, the following: (1) employment, upgrading, or transfer; (2) recruitment or recruitment advertising; (3) demotion, layoff, or termination; (4) rates of pay, or other forms of compensation; and (5) selection for training and apprenticeship.

\_\_\_\_\_ (Name of Contractor/Business) agrees to post in conspicuous places, available to employees and applicants for employment, the above provisions concerning non-discrimination and equal employment opportunity.

\_\_\_\_\_ (Name of Contractor/Business) 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 above provisions concerning non-discrimination and equal employment opportunity.

\_\_\_\_\_ (Name of Contractor/Business) agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, a notice that it will comply with the above provisions concerning non-discrimination and equal employment opportunity and the contractor's commitments represented herein, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

\_\_\_\_\_ (Name of Contractor/Business) agrees to permit access to all books, records, and accounts, pertaining to its employment practices, by the Director of the Office of Human Rights and the Contracting Agency for purposes of investigation to ascertain compliance with the above provisions concerning non-discrimination and equal employment opportunity, and to require under terms of any subcontractor agreement each subcontractor to permit access of the subcontractors, books, records, and accounts for such purposes.

\_\_\_\_\_ (Name of Contractor/Business) agrees to comply with all guidelines concerning non-discrimination and equal employment opportunity applicable in the District of Columbia.

\_\_\_\_\_ (Name of Contractor/Business) shall include in every subcontract the above provisions concerning non-discrimination and equal employment opportunity, so that these provisions shall be binding upon each subcontractor or vendor.

\_\_\_\_\_ (Name of Contractor/Business) shall take action with respect to any subcontract as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for non-compliance; provided, that in the event the prime 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 prime contractor may request the District to enter into such litigation to protect the interest of the District.

\_\_\_\_\_  
Name of Authorized Official and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Name of Contractor/Business





**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES**



**ATTACHMENT J.5- SBE SUBCONTRACTING PLAN**

**(ATTACHMENT WILL APPEAR ON THE FOLLOWING PAGES)**



## SBE Subcontracting Plan FAQs & Checklist

This Checklist and FAQs are being provided to assist you in completing the SBE Subcontracting Plan. You must submit the Subcontracting Plan for all construction and non-construction contracts for government-assisted projects and for any application for a Class A Operator, Class B Operator, or Management Service Provider (MSP) license to be issued by the Office of Lottery & Gaming (OLG). You must adhere to all District laws regarding the requirements of Subcontracting Plans, the instructions on the SBE Subcontracting Plan (below), and any instructions provided by the procuring agency or OLG.

### **FREQUENTLY ASKED QUESTIONS**

- **Who is required to complete an SBE Subcontracting Plan?**
  - All beneficiaries of construction or non-construction contracts for government-assisted projects in excess of \$250,000 must submit an SBE Subcontracting Plan unless the subcontracting requirement is otherwise fully waived by the Director of the Department of Small & Local Business Development. A partial waiver still requires an SBE Subcontracting Plan.
- **I am a CBE Prime Contractor doing 100% of the work under my contract, am I required to complete the SBE Subcontracting Plan?**
  - If a CBE Prime is selected as a beneficiary of a construction or non-construction contract and will perform 100% of the work, subcontracting is not required. If 100% of the work is performed by the CBE Prime, it shall attest to completing 100% of the work. However, if a CBE Prime subcontracts any portion of the work, 35% of the total amount subcontracted must be with an SBE. For example, if a CBE Prime receives a contract for \$1,000,000 and will perform only \$900,000 of the contract, 35% of the remaining \$100,000 (*i.e.*, \$35,000) must be subcontracted to qualified SBEs. The SBE Subcontracting Plan, based on this example, should be completed.
- **Will DSLBD credit 100% of a CBE's subcontract towards my subcontracting goal?**
  - DSLBD will only provide credit towards your subcontracting goal for work whereby a SBE provides a commercially useful function. For example, if a Prime contractor awards a \$100,000 contract to an SBE subcontractor to procure software licenses at \$95,000, and the remaining \$5,000 is paid to the SBE for obtaining those software licenses, only the \$5,000 will be credited towards the subcontracting goal. Any pass-thru costs or other work where the SBE is not providing a commercially useful function--with its own organization and resources--will not be credited.
- **Does my SBE Subcontracting Plan have to cover all options periods of the contract or solely the current performance period?**
  - The SBE Subcontracting Plan should only include information for the current period of performance. Thus, the SBE Subcontracting Plan should not represent anticipated option periods. A new subcontracting plan must be submitted and executed before the start of each period of performance.
- **The base period of my contract was awarded during the COVID-19 Public Health Emergency (*i.e.*, March 11, 2020, through November 5, 2021). What is my subcontracting requirement for my performance periods that fall outside of those dates?**
  - If the base period of your contract was awarded during the public health emergency, you are required to maintain a 50% subcontracting requirement for all options and extensions associated with that contract unless otherwise reduced or waived by the Director of DSLBD.
- **I do not believe I can meet the required 35% or 50% subcontracting requirement. What must I do to waive this requirement?**
  - If you believe you cannot achieve the required subcontracting requirements, you should communicate this concern to the contracting officer or other procuring staff before signing your contract. Only the Director of DSLBD can waive the subcontracting requirements, and DSLBD does not retroactively approve waivers. For instance, if a contract is executed before a final determination has been rendered by DSLBD's Director, you will be required to achieve the subcontracting requirement, or the contract may be voided, pursuant to District law.
  - The contracting officer is required to submit a waiver request to DSLBD for the contract **for each period of performance**. Beneficiaries are not permitted to submit a waiver request. DSLBD does not approve waivers retroactively; therefore, contracting officers and beneficiaries should ensure that the waiver is approved prior to executing the contract. Otherwise, the contract is **voidable** pursuant to District law.



➤ **Can I utilize any CBE to meet my subcontracting requirements or does it have to be an SBE specifically?**

If there are insufficient qualified SBEs to completely fulfill the subcontracting requirement, then the requirement may be satisfied by subcontracting a CBE; provided, that all reasonable efforts shall be made to ensure that qualified SBEs are significant participants in the overall subcontracting work.



## SBE SUBCONTRACTING PLAN

**INSTRUCTIONS:** All construction & non-construction contracts for **government-assisted projects (agency contracts & private projects with a District subsidy)** over \$250,000, shall require at least 35% of the total dollar volume of the contract (i.e., the 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 the agency with bid/proposal.
- ◇ For **agency** options & extensions – submit to the agency before an option or extension is exercised.
- ◇ For **public-private projects** – submit to DSLBD, the 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 an 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.**

**CERTIFICATION INFORMATION:** Certification as a Local Business Enterprise (**LBE**) is a prerequisite to be certified in any additional business enterprise category within the CBE Program.

The Small Business Enterprise (**SBE**) is a category of the Certification. However, not all CBEs have a Small Business Enterprise (SBE) category. If the subcontracting plan is with a CBE without the SBE category, the contract may not receive credit towards the subcontracting goal for work provided by the CBE if there were qualified SBEs that could have been utilized to completely fulfill the subcontracting requirement.

The certification number must include the **Local Business Enterprise (LBE)** and **Small Business Enterprise (SBE) categories**. i.e., Certification Number:LSXXXXXXXXX2026.

### 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 (e.g., the 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 Beneficiary is not required to subcontract to SBEs.



## SECTION 1. BENEFICIARY AND SOLICITATION/CONTRACT/SPORTS WAGERING APPLICANT INFORMATION

Section 1A. BENEFICIARY INFORMATION		
Company: _____	Contact #: _____	Email address: _____
Street Address: _____	City/ State/ Zip Code: _____	
Company's point of contact for agency contract, private project, or Sports Wagering Licensee:		
Point of Contact: _____	Title: _____	
Contact #: _____	Email address: _____	
Street Address: _____		

Section 1B. SOLICITATION/CONTRACT/SPORTS WAGERING APPLICANT INFORMATION	
Solicitation /Contract/ApplicantNo.: _____	Solicitation Due Date: _____
Agency: _____	Total Dollar Amount of Contract: _____
	Total Value of <b>ALL</b> CBE Subcontracts: _____ (Include all lower tiers)
Please select all the applicable subcontracting requirements for this solicitation:	I affirm that the value of all my CBE Subcontracts meets or exceeds the subcontracting requirement required under this solicitation or contract. Further, I understand that DSLBD will only provide credit towards my SBE Subcontracting Requirement for work whereby a CBE provided a commercially useful function with its own organization and resources.
<input type="checkbox"/> 35% Subcontracting Requirement	<input type="checkbox"/> I AGREE
<input type="checkbox"/> 50% Subcontracting Requirement	<input type="checkbox"/> I DISAGREE
<input type="checkbox"/> DSLBD approved an adjusted subcontracting requirement: ➤ Adjusted Subcontracting Requirement: _____%	

Section 1C. CBE BENEFICIARY (ONLY COMPLETE IF THE BENEFICIARY IS A CERTIFIED BUSINESS ENTERPRISE)
<b>If the Beneficiary is a Certified Business Enterprise, select all that apply and provide the following information:</b>
<input type="checkbox"/> I am a CBE that <b>WILL</b> perform 100% of the contracting effort with my own organization and resources and will not subcontract any portion of the contract. Therefore, I am NOT required to submit an SBE Subcontracting Plan that demonstrates subcontracting.
<input type="checkbox"/> I am a CBE that <b>WILL NOT</b> perform 100% of the contracting effort with my own organization and resources and will subcontract a portion of the contract. Therefore, I understand I am required to submit an SBE Subcontracting Plan (located in Section on 2) that demonstrates that the required subcontracting amount, as indicated above, will go to qualified CBEs.
<b>Please include the percentage of the contract the CBE Prime will perform under the contract or project.</b>
➤ The CBE Prime will self-perform _____% of the contract's total dollar volume of the contract or project.
<b>Please provide the current CBE Certification Number of the CBE Prime.</b>
➤ CBE Certification No. _____



**BENEFICIARY ATTESTATION**

I declare, certify, verify, attest, and state under penalty of perjury that the information provided above is true and correct to the best of my knowledge and belief. Pursuant to D.C. Official Code § 22-2402, I understand that a person convicted of perjury shall be fined not more than \$5,000 or imprisoned for not more than 10 years, or both. I understand that any false or fraudulent statement that I provide or assert may be grounds for revocation of my CBE registration pursuant to D.C. Official Code § 2-218.63. Further, a Prime Contractor, Developer, CBE, Certified Joint Venture, or Sports Wagering Licensee that fails to comply with the requirements of the Small and Certified Business Enterprise Development and Assistance Amendment Act of 2005, as amended, (D.C. Law 20-108) (the "Act"), shall be subject to penalties as outlined in the Act.

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

JOB TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Section 2. SBE/CBE SUBCONTRACTORS (FOR EACH TIER):**

CBE Subcontractor Company Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	
_____	_____	_____	_____	_____	
<b>SBE/CBE Point of Contact:</b>			<b>CBE Subcontractor Self-Performance Indicator:</b>		
Name: _____ Title: _____ Telephone Number: _____ Email Address: _____			<input type="checkbox"/> This CBE will perform the ENTIRE subcontract with its own organization and resources. <input type="checkbox"/> This CBE will subcontract a portion of the subcontract and will perform _____% of the subcontract's total dollar volume. <b>NOTE: If the CBE will not self-perform 100% of the subcontract, it must list each lower-tier CBE subcontractor below.</b>		
LOWER TIER CBE Subcontractor Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	Tier (e.g., 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> , etc.)
_____	_____	_____	\$ _____	_____	_____
_____	_____	_____	\$ _____	_____	_____
_____	_____	_____	\$ _____	_____	_____
_____	_____	_____	\$ _____	_____	_____
_____	_____	_____	\$ _____	_____	_____



CBE Subcontractor Company Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE
_____	_____	_____	_____	_____

<b>SBE/CBE Point of Contact:</b>			<b>CBE Subcontractor Self-Performance Indicator:</b>		
Name: _____ Title: _____ Telephone Number: _____ Email Address: _____			<input type="checkbox"/> This CBE will perform the ENTIRE subcontract with its own organization and resources. <input type="checkbox"/> This CBE will subcontract a portion of the subcontract and will perform _____% of the subcontract's total dollar volume. <b>NOTE: If the CBE will not self-perform 100% of the subcontract, it must list each lower-tier CBE subcontractor below.</b>		

LOWER TIER CBE Subcontractor Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	Tier (e.g., 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> , etc.)
_____	_____	_____	\$ _____	_____	_____
_____	_____	_____	\$ _____	_____	_____
_____	_____	_____	\$ _____	_____	_____
_____	_____	_____	\$ _____	_____	_____
_____	_____	_____	\$ _____	_____	_____

CBE Subcontractor Company Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE
_____	_____	_____	_____	_____

<b>SBE/CBE Point of Contact:</b>			<b>CBE Subcontractor Self-Performance Indicator:</b>		
Name: _____ Title: _____ Telephone Number: _____ Email Address: _____			<input type="checkbox"/> This CBE will perform the ENTIRE subcontract with its own organization and resources. <input type="checkbox"/> This CBE will subcontract a portion of the subcontract and will perform _____% of the subcontract's total dollar volume. <b>NOTE: If the CBE will not self-perform 100% of the subcontract, it must list each lower-tier CBE subcontractor below.</b>		

LOWER TIER CBE Subcontractor Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful	Tier (e.g., 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> , etc.)
_____	_____	_____	_____	_____	_____



				function by the CBE	
			\$		
			\$		
			\$		
			\$		
			\$		

CBE Subcontractor Company Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE

SBE/CBE Point of Contact:	CBE Subcontractor Self-Performance Indicator:
Name: _____ Title: _____ Telephone Number: _____ Email Address: _____	<input type="checkbox"/> This CBE will perform the ENTIRE subcontract with its own organization and resources. <input type="checkbox"/> This CBE will subcontract a portion of the subcontract and will perform _____% of the subcontract's total dollar volume. <b>NOTE: If the CBE will not self-perform 100% of the subcontract, it must list each lower-tier CBE subcontractor below.</b>

LOWER TIER CBE Subcontractor Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	Tier (e.g., 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> , etc.)
			\$		
			\$		
			\$		
			\$		
			\$		



**AGENCY CONTRACT 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: \$ \_\_\_\_\_

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

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)

Base Period Contract – Option/Extension Period: \_\_\_\_\_

Multi-year Contract  
First Year (Period) of Contract: \_\_\_\_\_  
Current Year (Period) of Contract: \_\_\_\_\_

Design-Build – Date of Guaranteed Contract: \_\_\_\_\_

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.

**PRIVATE PROJECT SUBSIDY AWARD**

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)

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](mailto: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](mailto: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**

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES**



**ATTACHMENT J.6- FIRST SOURCE EMPLOYMENT AGREEMENT (NON-  
CONSTRUCTION) AND FIRST SOURCE EMPLOYMENT PLAN**

**(ATTACHMENT WILL APPEAR ON THE FOLLOWING PAGES)**



**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 affect 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](http://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



**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**

February 15, 2018





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  
DEPARTMENT OF GENERAL SERVICES**



**ATTACHMENT J.7- LIVING WAGE FACT SHEET AND FACT SHEET**

**(ATTACHMENT WILL APPEAR ON THE FOLLOWING PAGES)**

# 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, 2024 until June 30, 2024, the living wage rate is \$17.05 per hour.**

**Effective July 1, 2024, the District's Minimum Wage and Living Wage will increase to \$17.50 per hour.**

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

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

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

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

6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that 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](http://www.does.dc.gov). Go to “File a Claim” tab.

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

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

# THE LIVING WAGE ACT OF 2006

D.C. 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, 2024, until June 30, 2024, the living wage rate is \$17.05 per hour.**

**Effective July 1, 2024, the District's Minimum Wage and Living Wage will increase to \$17.50.**

**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, 4<sup>th</sup> Flr, Washington, D.C. 20024; call: (202) 671-1880; or file your claim on-line: [does.dc.gov](https://does.dc.gov). Go to “File a Claim” tab.

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES**



**ATTACHMENT J.8- BIDDER OFFEROR CERTIFICATION FROM**

**(ATTACHMENT WILL APPEAR ON THE FLLOWING PAGES)**

**BIDDER/OFFEROR CERTIFICATION FORM**

<b>COMPLETION</b>			
The person(s) completing this form must be knowledgeable about the bidder's/offeror's business and operations.			
<b>RESPONSES</b>			
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.			
<b>GENERAL INSTRUCTIONS</b>			
This form contains four (4) sections. Section I concerns the bidder's/offeror's responsibility; Section II includes additional required certifications; Section III relates to Domestic Preferences (if applicable); and Section IV requires the bidder's/offeror's signature.			
<b>SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATIONS</b>			
<i>Instructions for Section I: Section I contains seven (7) 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 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).</i>			
<b>PART 1: BIDDER/OFFEROR INFORMATION</b>			
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.			
<b>PART 2: INDIVIDUAL RESPONSIBILITY</b>			
<i>Additional Instructions for Section I, Parts 2 through 8: Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).</i>			
Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/offeror with any government entity:			
2.1 Been sanctioned or proposed for sanction relative to any business or professional permit or license?			<input type="checkbox"/> Yes <input type="checkbox"/> No
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?			<input type="checkbox"/> Yes <input type="checkbox"/> No
2.3 Been proposed for suspension or debarment?			<input type="checkbox"/> Yes <input type="checkbox"/> No
2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?			<input type="checkbox"/> Yes <input type="checkbox"/> No
2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for:			<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?			
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.			
<b>PART 3: BUSINESS RESPONSIBILITY</b>			
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 or had a bid or proposal rejected based upon a non-responsibility finding by a government entity?	<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.	
<b>PART 4: CERTIFICATES AND LICENSES</b>	
4.1 Within the past five (5) years, has the bidder/offeree 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.	
<b>PART 5: LEGAL PROCEEDINGS</b>	
Within the past five (5) years, has the bidder/offeree:	
5.1 Had any liens or judgments (not including UCC filings) over \$25,000 filed against it which remain undischarged?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).	
5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 5.	
<b>PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION</b>	
6.1 Within the past five (5) years, has the bidder/offeree received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.2 Within the past five (5) years, has the bidder/offeree 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/offeree initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".	
6.4 During the past three (3) years, has the bidder/offeree failed to file a tax return or pay taxes required by federal, state, District of Columbia or local laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offeree failed to file/pay and the current status of the tax liability.	
6.5 During the past three (3) years, has the bidder/offeree failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.5, provide the years the bidder/offeree failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.6 During the past three (3) years, has the bidder/offeree failed to comply with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.6, provide the years the bidder/offeree failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.7 Indicate whether the bidder/offeree owes any outstanding debt to any state, federal or District of Columbia government.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.8 During the past three (3) years, has the bidder/offeree 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/offeree 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).	
<b>PART 7: FREEDOM OF INFORMATION ACT (FOIA)</b>	
7.1 Indicate whether the bidder/offeree 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.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS</b>	
<i>Instructions for Section II: Section II contains nine (9) parts. Part 1 requests information concerning District of Columbia employees. Part 2 applies to the bidder/offeree's pricing. Part 3 relates to equal employment opportunity and human rights requirements. Part 4 relates to First Source Act requirements. Part 5 relates to employment eligibility requirements. Part 6 relates to Language Access Act requirements. Part 7 relates to conflicts of interest. Part 8 relates to subcontracting obligations. Part 9 relates to special requirements related to the COVID-19 emergency.</i>	
<b>PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT</b>	
1.1 The bidder/offeree 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.

**PART 3: EQUAL OPPORTUNITY AND HUMAN RIGHTS OBLIGATIONS**

3.1 The bidder/offeror certifies that it is 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 title 4 of the DCMR, and agrees to comply with them while performing this contract.

**PART 4: FIRST SOURCE OBLIGATIONS**

4.1 The bidder/offeror certifies that it is fully aware of the requirements of the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.*, and agrees 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 The bidder/offeror certifies that the Initial Employment Plan submitted with its bid or proposal is true and accurate.

**PART 5: EMPLOYMENT ELIGIBILITY OBLIGATIONS**

5.1 The bidder/offeror certifies that it has verified the identity and employment eligibility of all of 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)), the bidder/offeror certifies that it 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 three (3) parts which should only be completed only as applicable.*

**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.  Yes  No

**PART 3: BUY AMERICAN ACT COMPLIANCE (Applies to locally-funded construction contracts)**

3.1 In accordance with 41 USC 8301 *et. seq.* and implementing regulations, the bidder/offeror certifies that only construction materials manufactured in the United States will be used on the project.  Yes  No

**SECTION IV. CERTIFICATION**

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

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

*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.*

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES**



**ATTACHMENT J.9- PAST PERFORMANCE EVALUATION FORM**

**(ATTACHMENT WILL APPEAR ON THE FOLLOWING PAGES)**

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES**



Solicitation Number: DCAM-23-CS-RFP-0032

Roof Management System  
Operation and Maintenance

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

<b>Performance Element</b>	<b>Excellent*</b>	<b>Good</b>	<b>Acceptable</b>	<b>Poor</b>	<b>Unacceptable**</b>
Quality of Services/ Work					
Timeliness of Performance					
Cost Control					
Business Relations					
Customer Satisfaction					

1. Name of Evaluating Organization: \_\_\_\_\_
2. Name & Title of Evaluator: \_\_\_\_\_
3. Telephone Number of Evaluator: \_\_\_\_\_
4. E-mail address of Evaluator: \_\_\_\_\_
5. Signature of Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_
6. Describe type of service received: \_\_\_\_\_
7. Contract Number \_\_\_\_\_ Contract Amount \_\_\_\_\_
8. Contract Period of Performance \_\_\_\_\_

\*Remarks on Excellent Performance: Provide data supporting this observation.  
(Continue on separate sheet if needed)

\*\* Remarks on Unacceptable Performance: Provide data supporting this observation.  
(Continue on separate sheet if needed)

Please submit completed evaluation to [Jamshaid.azizi@dc.gov](mailto:Jamshaid.azizi@dc.gov)

GOVERNMENT OF THE DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL SERVICES



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	Timeless	Business
	Product/Service	Cost Control	of Performance
			Relations
	-Compliance with contract requirements	-Within budget (over/ under target costs)	-Meet Interim milestones
	-Accuracy of reports	-Current, accurate, and complete billings	-Reliable
	-Appropriateness of personnel	-Relationship of negated costs to actual	-Responsive to technical directions
	-Technical excellence	-Cost efficiencies	-Completed on time, including wrap-up and contract administration
		-Change order issue	-No liquidated damages assessed
			-Effective management
			-Businesslike correspondence
			-Responsive to contract requirements
			-Prompt notification of contract problems
			-Reasonable/cooperative
			-Flexible
			-Pro-active recommended solutions
			-Effective snail/small disadvantaged business Subcontracting program
<b>0. Zero</b>	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.
<b>1, Unacceptable</b>	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.
<b>2. Poor</b>	Nonconformance require minor Agency resources to ensure achievement of contract	Costs issues require minor Agency resources to ensure achievement of contract	Delays require minor Agency resources to ensure achievement of contract
			Responses to inquiries, technical/ service/administrative issues is somewhat effective and

	requirements.	requirements.	requirements.	responsive.
<b>3. Acceptable</b>	Nonconformances do not impact achievement of contract	Cost issues do not impact achievement of contract	Delays do not impact achievement of contract	Responses to inquires, technical/service/administrative issues is
	requirements.	requirements.	requirements.	usually effective and responsive.
<b>4. Good</b>	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,
<b>5. Excellent</b>	The contractor has demonstrated an exceptional performance level in some or all of the above categories.			

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES**



**ATTACHMENT J.10- TAX CERTIFICATION AFFIDAVIT**

**(ATTACHMENT WILL APPEAR ON THE FLLOWING PAGES)**

**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.

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES**



**ATTACHMENT J.11- CAMPAIGN FINANCE REFORM  
CONTRACTOR SELF- CERTIFICATION FROM**

**(ATTACHMENT WILL APPEAR ON THE FOLLOWING PAGES)**



**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 \*

On behalf of the Contractor:

\_\_\_\_\_  
Name & Signature

\_\_\_\_\_  
Date

Sworn to this before me this \_\_\_ day of \_\_\_\_\_ 20\_\_

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

\_\_\_\_\_  
My commission expires