

# Attachment A

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## List of Facilities and Bid Form (Excel Spreadsheet)

## Attachment B

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### Bidder-Offeror Certification From

## BIDDER/OFFEROR CERTIFICATION FORM

<b>COMPLETION</b>			
The person(s) completing this form must be knowledgeable about the bidder's/offeree'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/offeree'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/offeree's responsibility; Section II includes additional required certifications; Section III relates to the Buy American Act (if applicable); and Section IV requires the bidder's/offeree's signature. Please note, a determination that a prospective contract is found to be "not responsible is final and not appealable.			
<b>SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATION</b>			
<i>Instructions for Section I: Section I contains eight (8) parts. Part 1 requests information concerning the bidder's/offeree'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/offeree's business. Part 4 concerns the bidder's/offeree's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the bidder's/offeree's financial and organizational status. Part 7 requires the bidder/offeree to agree to update the information provided. Part 8 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/offeree'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/offeree'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/offeree is required by law to obtain (other than those provided in Subpart 1.2). If the bidder/offeree is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:			
(a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or			
(b) Explain its exemption from the requirement.			

1.4 If your company, its principals, shareholders, directors, or employees own an interest or have a position in another entity in the same or similar line of business as the Bidder/Offeror, please describe the affiliation in detail.	
1.5 If any officer, director, shareholder or anyone holding a financial interest in the Bidder/Offeror has a relationship with an employee of the Department or any District agency for whom the Department is procuring goods or services, please describe the nature of the relationship in detail.	
<b>PART 2: INDIVIDUAL RESPONSIBILITY</b>	
<i>Additional Instructions for Section 1, Parts 2 through 8: Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).</i>	
Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/offeror with any government entity:	
2.1 Been sanctioned or proposed for sanction relative to any business or professional permit or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.3 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.6 Been <u>suspended</u> , 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.	
2.7 In the past ten (10) years has the Bidder/Offeror had a contract terminated, in whole or in part, for any reason? If so, describe each such determination in detail.	
2.8 In the past ten (10) years has the Bidder/Offeror ever been assessed liquidated damages, costs to re-procure, costs to complete, or any other monetary damages under a contract? If so, describe each such assessment in detail.	
<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	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, <u>convicted of a crime</u> , or subject to a judgment or plea bargain for: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.5 Been disqualified or proposed for disqualification on any government permit or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.6 Been denied a contract award (in whole or in part, for any reason) or had a bid or proposal rejected based upon a non-responsibility finding by a government entity? If so, describe each such occurrence in detail.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.8 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please provide an explanation for each "Yes" in Part 3.

#### PART 4: CERTIFICATES AND LICENSES

Has the bidder/offeree:

4.1 Had a denial, decertification, revocation or forfeiture of District of Columbia certification of any Certified Business Enterprise ☐ Yes ☐ No

Please provide an explanation for "Yes" in Subpart 4.1.

4.2 Please provide a copy of the bidder's/offeree's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.

#### PART 5: LEGAL PROCEEDINGS

Within the past five (5) years, has the bidder/offeree:

5.1 Had any liens or judgments (not including UCC filings) filed against it which remain undischarged? ☐ Yes ☐ 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? ☐ Yes ☐ No

5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful? ☐ Yes ☐ No

Please provide an explanation for each "Yes" in Part 5.

5.4 Engaged in litigation with any governmental entity. If so, please identify and/or describe all threatened and pending litigation and/or claims, including but not limited to matters pending before any Boards of Contracts Appeals:

#### PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION

6.1 Within the past five (5) years, has the Bidder/Offeree received any formal unsatisfactory performance assessment(s) from any government entity on any contract? ☐ Yes ☐ No

If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

6.2 Has the Bidder/Offeree ever been assessed liquidated damages, costs to re-procure, costs to complete, or any other monetary damages under a contract? If so, describe each such assessment in detail. ☐ Yes ☐ 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? ☐ Yes ☐ 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? ☐ Yes ☐ 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? ☐ Yes ☐ 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? ☐ Yes ☐ 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/offeror owes any outstanding debt to any state, federal or District of Columbia government.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).			
6.8 During the past three (3) years, Has the bidder/offeror been audited by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
(a) If "Yes" to Subpart 6.8, did any audit of the bidder/offeror identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).			
<b>PART 7: CONTRACTOR PROCUREMENT ACTIVITY WITH THE DEPARTMENT</b>			
7.1 What is your organization's Design Capacity (total labor hours) to conduct or pursue business with the Department of General Services (DGS) in the current fiscal year? Design capacity is calculated by multiplying the total number of company employees dedicated to a particular line of business by no more than 12 hours per day. Person's completing this form may be required to provide supporting documentation to substantiate allocable labor hours presented.			
(a) Construction: _____ labor hours			
(b) Non-Construction: _____ labor hours			
7.2 In the table below, please list:			
(1) The active contracts your organization currently holds with the Department of General Services, please include the contract number(s) as a part of your response; and			
(2) The number of labor hours your organization has allocated to each active contract within the current fiscal year. (Note, if more entries are required, please list an attached addendum to this document).			
	<b>Contract Number</b>	<b>Labor Hours Allocated</b>	
<b>PART 8: RESPONSE UPDATE REQUIREMENT</b>			
8.1 In accordance with the requirement of Section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02), the bidder/offeror shall update any response provided in Section I of this form during the term of this contract:			
(a) Within sixty (60) days of a material change to a response; and			
(b) Prior to the exercise of an option year contract.			
<b>PART 9: FREEDOM OF INFORMATION ACT (FOIA)</b>			
9.1 Indicate whether the bidder/offeror asserts that any information provided in response to a question in Section I is exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code §§ 2-531, et seq.). Include the question number(s) and explain the basis for the claim. (The District will determine whether such information is, in fact, exempt from FOIA at the time of request for disclosure under FOIA.)			<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 four (4) parts. Part 1 requests information concerning District of Columbia employees. Part 2 applies to the bidder/offeror's pricing. Part 3 relates to equal employment opportunity requirements. Part 4 relates to First Source requirements.</i>			
<b>PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT</b>			
The bidder/offeror certifies that:			
1.2 No person listed in clause 13 of the Standard Contract Provisions, "District Employees Not To Benefit", will benefit from this contract.			
1.3 The following person(s) listed in clause 13 of the Standard Contract Provisions may benefit from this contract. (For each person listed, attach the affidavit required by clause 13.)			
(a) _____			
(b) _____			
<b>PART 2: INDEPENDENT PRICE DETERMINATION REQUIREMENTS</b>			
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			
(i) Those prices;			
(ii) The intention to submit a bid/proposal; or			
(iii) The methods or factors used to calculate the prices in the contract.			

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

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

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

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

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

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

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

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

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

2.4 The Bidder/Offeror certifies that:

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

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

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

### PART 3: EQUAL OPPORTUNITY OBLIGATIONS

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

### PART 4: FIRST SOURCE OBLIGATIONS

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

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

## SECTION III. BUY AMERICAN ACT CERTIFICATION

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

### PART 1: BUY AMERICAN ACT COMPLIANCE

1.1 The bidder/offeror certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced or manufactured outside the United States.

EXCLUDED END PRODUCTS

COUNTRY OF ORIGIN

## SECTION IV. 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.

Name [Print and sign]:	Telephone #:	Fax #:
Title:		Email Address:
DUNS Number (If Applicable):		
Date:		
<p><i>The District of Columbia is hereby authorized to verify the above information with appropriate government authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than 180 days, or both, as prescribed in D.C. Official Code § 22-2405. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Official Code § 22-2404.</i></p>		



# Attachment C

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## Tax Affidavit

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**

**Office of the Chief Financial Officer**

**Office of Tax and Revenue**



**TAX CERTIFICATION AFFIDAVIT**

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

**Date**

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

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

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

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

**Signature of Authorizing Agent**

**Title**

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

# Attachment D

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## Subcontracting Plan Form



## SBE SUBCONTRACTING PLAN

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

**SUBMISSION OF SBE SUBCONTRACTING PLAN:**

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

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

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

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

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

BENEFICIARY ( <input checked="" type="checkbox"/> which applies <input type="checkbox"/> Prime Contractor or <input type="checkbox"/> Developer) INFORMATION:		
Company: _____	Contact # _____	Email address: _____
Street Address: _____		
✓ all that applies, Company is:		
<input type="checkbox"/> a SBE <input type="checkbox"/> a CBE <input type="checkbox"/> CBE Certification Number: _____		
<input type="checkbox"/> WILL perform the ENTIRE agency contract or private project with its own organization and resources		
<input type="checkbox"/> WILL subcontract a portion of the agency contract or private project		
Company's point of contact for agency contract or private project:		
Point of Contact: _____	Title: _____	
Contact # _____	Email address: _____	
Street Address: _____		

GOVERNMENT-ASSISTED PROJECT ( <input checked="" type="checkbox"/> which applies <input type="checkbox"/> Agency Contract or <input type="checkbox"/> Private Project) INFORMATION:	
AGENCY SOLICITATION	PRIVATE PROJECT
Solicitation Number _____	District Subsidy: _____
Solicitation Due Date: _____	Agency Providing Subsidy: _____
Agency: _____	Amount of District Subsidy: _____
Total Dollar Amount of Contract: \$ _____	Date District Subsidy Provided: _____
*Design-Build must include total contract amount for both design and build phase of project.	Project Name: _____
35% of Total Dollar Amount of Contract: \$ _____	Project Address: _____
Total Amount of All SBE/CBE subcontracts: \$ _____ (include every lower tier)	Total Development Project Budget: \$ _____ (include pre-construction and construction costs)
	35% of Total Development Project Budget: \$ _____
	Total Amount of All SBE/CBE subcontracts: \$ _____ (include every lower tier)



### SBE/ CBE SUBCONTRACTORS (FOR EACH TIER):

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

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

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

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Date)

**Complete additional copies as needed.**





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

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

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

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

☐ If the Beneficiary is a CBE, DSLBD was contacted to confirm Beneficiary's CBE certification;

☐ The fully executed Contract (Base or Option or Extension or Multi-Year) or subsidy document, between the Beneficiary and Agency, was emailed to DSLBD @ [Compliance.Enforcement@dc.gov](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 @ [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

## Attachment E

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# 2016 Living Wage Act Notice and Fact Sheet

# GOVERNMENT OF THE DISTRICT OF COLUMBIA

## Department of Employment Services

MURIEL BOWSER  
MAYOR



DEBORAH A. CARROLL  
DIRECTOR

### LIVING WAGE ACT FACT SHEET

The “Living Wage Act of 2006,” Title I of D.C. Law 16-118, (D.C. Official Code §§2-220.01-.11) became effective June 9, 2006. It 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 wage no less than the current living wage rate.

#### **Effective January 1, 2016, the living wage rate is \$13.84 per hour.**

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

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

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

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

7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District of Columbia;
8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68 A Stat. 163; 26. U.S.C. §501(c)(3));
9. Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code §44-501); provided however, that a home care agency, a community residence facility, or a group home for persons with intellectual disabilities shall not be required to pay a living wage until implementing regulations are published in the D.C. Register and any necessary state plan amendments are approved; 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) and the D.C. Office of Contracting and Procurement (OCP) share monitoring responsibilities.

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 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. Fourth Floor, 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.*

## Attachment F

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# First Source Employment Agreement Form





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



**GOVERNMENT-ASSISTED PROJECT/CONTRACT INFORMATION**

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

**EMPLOYER INFORMATION**

EMPLOYER NAME: \_\_\_\_\_  
EMPLOYER ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_ FEDERAL IDENTIFICATION NO.: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_  
LOCAL, SMALL, DISADVANTAGED BUSINESS ENTERPRISE (LSDBE) 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) for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services (DOES) and EMPLOYER. Pursuant to this Agreement, the EMPLOYER shall use DOES as its first source for recruitment, referral, and placement of new hires or employees for all new jobs created by the Government Assisted Project or Contract (Project). The Employer will hire 51% District of Columbia residents (DC residents) for all new jobs created by the Project and 35% of all apprenticeship hours worked in connection with the Project shall be worked by DC residents registered in programs approved by the District of Columbia Apprenticeship Council.

**I. DEFINITIONS**

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

A. **Apprentice** means a worker who is employed to learn an apprenticeable occupation under the terms and conditions of approved apprenticeship standards.

B. **Beneficiary** means:

1. The signatory to a contract executed by the Mayor which involves any District of

Columbia government funds or funds which, in accordance with a federal grant or otherwise, the District government administers and which details the number and description of all jobs created by a government-assisted project or 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 project or 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 or more.
- 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** means any construction or non-construction project or contract receiving funds or resources 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 thereof, that is valued at \$300,000 or more.
- 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, nonmanagerial, 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. **Journeyman** means a worker who has attained a level of skill, abilities, and competencies recognized within an industry as having mastered the skills and competencies required for the occupation.
- N. **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 project or 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 projected hire dates;
  2. A roster of all current employees to include the name, Social Security Number, and address of all current employees, including apprentices, trainees, and transfers from other projects, who will be employed on the project or 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 project or 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 project or 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 project or 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 project or 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 project or contract;
  11. A strategy to ensure that DC 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 DC residents from one project or contract 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.
- O. **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.
- P. **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.
- Q. **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 Project start date, whichever is later. No work associated with the relevant Project can begin until the Agreement has been accepted by DOES.

- B. The EMPLOYER will require all Project contractors and Project subcontractors with contracts or subcontracts totaling \$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. This Agreement will take effect when signed by the parties below and will be fully effective for as long as the benefit is being received, or for commercial and retail tenants only, for five (5) years following the commencement of the tenant's initial lease.
- E. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Project (both union and nonunion) include all of EMPLOYER'S job openings and vacancies in the Washington Metropolitan Statistical Area created for the Project as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this Project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.
- F. This Agreement includes apprentices as defined in D.C. Official Code §§ 32-1401- 1431.
- G. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any collective bargaining unit involved with this Project a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.
- H. 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.
- I. 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.
- J. 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.
- K. 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 will post all job vacancies with the Job Bank Services of DOES at <http://does.dc.gov> within seven (7) days of executing the Agreement. Should you need assistance posting job vacancies, please contact Job Bank Services at (202) 698-6001.
- B. The EMPLOYER will notify DOES of all new jobs created for the Project 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.
- C. 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.
- D. The EMPLOYER will submit to DOES, prior to commencing work on the Project, a list of current employees that includes the name, Social Security Number, and residency status of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project. All EMPLOYER information reviewed or gathered, including Social Security Numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

#### **V. REFERRAL**

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

#### **VI. PLACEMENT**

- A. 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. The EMPLOYER will still be required to meet the hiring or hours worked percentages for all new jobs created by the Project.

- C. After the EMPLOYER has selected its employees, DOES is not responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

## **VII. REPORTING REQUIREMENTS**

- A. EMPLOYER with Projects valued at a minimum of \$300,000 shall hire DC residents for at least 51% of all new jobs created by the Project and 35% of all apprenticeship hours worked in connection with the Project shall be worked by DC residents registered in programs approved by the District of Columbia Apprenticeship Council.
- B. EMPLOYER with Projects valued at a minimum of \$5,000,000 shall hire DC residents for at least 51% of all new jobs created by the Project and 35% of all apprenticeship hours worked in connection with the Project shall be worked by DC residents registered in programs approved by the District of Columbia Apprenticeship Council; the EMPLOYER will complete the attached Revised Employment Plan that will include the information outlined in Section I.N. above and meet with DOES personnel for an orientation and introduction to personnel responsible for training resources offered by the agency.
- C. EMPLOYER shall have a user name and password for the First Source Employer Portal for electronic submission of all monthly Contract Compliance Forms, weekly certified payrolls and any other documents required by DOES for reporting and monitoring.
- D. EMPLOYER with Projects valued at a minimum of \$300,000 shall provide the following monthly and cumulative statistics on the Contract Compliance Form:
  - 1. Number of new job openings created/available;
  - 2. Number of new job openings listed with DOES, or any other District Agency;
  - 3. Number of DC residents hired for new jobs;
  - 4. Number of employees transferred to the Project;
  - 5. Number of DC residents transferred to the Project;
  - 6. Direct or indirect labor cost associated with the project;
  - 7. Each employee's name, job title, Social Security Number, hire date, residence, and referral source;
  - 8. Number of apprenticeship hours worked;
  - 9. Number of apprenticeship hours worked by DC residents; and
  - 10. Workforce statistics throughout the entire project tenure.
- E. Monthly, EMPLOYER must electronically submit the Contract Compliance Form 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 or hours worked percentage requirements for all new jobs created by the Project and the percentages of DC residents employed in all Trade Classifications, for each area of the Project; or

2. Submit to DOES a request for a waiver of the hiring or hours worked percentage requirements for all new jobs created by the Project that will include the following documentation:
  - a. Documentation supporting EMPLOYER'S good faith effort to comply;
  - b. Referrals provided by DOES and other referral sources; and
  - c. Advertisement of job openings listed with DOES and other referral sources.
- B. DOES may waive the hiring or hours worked percentage requirements for all new jobs created by the Project, and/or the required percentages of DC residents in all Trade Classifications areas on the Project, if DOES finds that:
  1. EMPLOYER demonstrated a good faith effort to comply, as set forth in Section C, below; 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. EMPLOYER entered into a special workforce development training or placement arrangement with DOES or with the District of Columbia Workforce Intermediary; or
  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 Project. No failure by Employer to request a waiver under any other provision hereunder shall be considered relevant to a requested waiver under this Subsection.
- C. DOES shall consider documentation of the following when making a determination of a good-faith effort to comply:
  1. Whether the EMPLOYER posted the jobs on the DOES job website for a minimum of ten (10) calendar days;
  2. Whether the EMPLOYER advertised each job opening in a District newspaper with city-wide circulation for a minimum of seven (7) calendar days;
  3. Whether the EMPLOYER advertised each job opening in special interest publications and on special interest media for a minimum of seven (7) calendar days;
  4. Whether the EMPLOYER hosted informational/recruiting or hiring fairs;
  5. Whether the EMPLOYER contacted churches, unions, and/or additional Workforce Development Organizations;
  6. Whether the EMPLOYER interviewed employable candidates;
  7. Whether the EMPLOYER created or participated in a workforce development program approved by DOES;
  8. Whether the EMPLOYER created or participated in a workforce development program approved by the District of Columbia Workforce Intermediary;
  9. Whether the EMPLOYER substantially complied with the relevant monthly reporting requirements set forth in this section;

10. Whether the EMPLOYER has submitted and substantially complied with its most recent employment plan that has been approved by DOES; and

11. Any additional documented efforts.

## **IX. MONITORING**

- A. DOES is the District agency authorized to monitor and enforce the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2-219.01 – 2-219.05), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431). As a part of monitoring and enforcement, DOES may require and EMPLOYER shall grant access to Project sites, employees, and documents.
- B. EMPLOYER’S noncompliance with the provisions of this Agreement may result in the imposition of penalties.
- C. All EMPLOYER information reviewed or gathered, including Social Security Numbers, as a result of DOES’ monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.
- D. DOES shall monitor all Projects as authorized by law. DOES will:
  - 1. Review all contract controls to determine if EMPLOYER and Subcontractors are subject to DC Law 14-24.
  - 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 certified payroll, personnel records and any other records or information necessary to ensure the required workforce utilization is in compliance with the First Source Law.
  - 5. Conduct desk reviews of *Monthly Compliance Reports*.
  - 6. Educate EMPLOYERS about additional services offered by DOES, such as On-the-Job Training programs and tax incentives for EMPLOYERS who hire from certain categories.
  - 7. Monitor and complete statistical reports that identify the overall project, contractor, and subcontractors’ hiring or hours worked percentages.
  - 8. Provide formal notification of non-compliance with the required hiring or hours worked percentages or any alleged breach of the First Source Law to all contracting agencies, and stakeholders. ***(Please note: EMPLOYERS are granted 30 days to correct any alleged deficiencies stated in the notification.)***

## **X. PENALTIES**

- A. Willful breach of the Agreement by the EMPLOYER, failure to submit the Contract

Compliance Reports, deliberate submission of falsified data, or failure to reach specific hiring or hours worked requirements may result in DOES imposing a fine of 5% of the total amount of the direct and indirect labor costs of the contract for the positions created by EMPLOYER.

- 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 Projects for a period of five (5) years.
- C. Appeals of violations or fines are to be filed with the Contract Appeals Board.

I hereby certify that I have the authority to bind the EMPLOYER to this Agreement.

By:

\_\_\_\_\_  
EMPLOYER Senior Official

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Signature Department of Employment Services

\_\_\_\_\_  
Date