Attachment A

Form of Offer Letter and Bid Form
District of Columbia Department of General Services  
2000 14th Street, NW, 8th Floor  
Washington, DC 20009

Attn: Mr. Christopher Weaver  
Director/Chief Contracting Officer

Reference: Invitation For Bids (IFB)  
DCAM-16-CS-0065 Apparatus Bay Door Replacements

Dear Mr. Weaver:

On behalf of [INSERT NAME OF BIDDER] (the "Bidder"), I am pleased to submit this Bid in response to the Department of General Services' (the "Department" or "DGS") Invitation For Bids (the "IFB") for the Apparatus Bay Door Replacements. The Bidder has reviewed the IFB and the attachments thereto, any addenda thereto, and the proposed Form of Contract (collectively, the "Bid Documents") and has conducted such due diligence and analysis as the Bidder, in its sole judgment, has deemed necessary in order to submit its Bid in response to the IFB. The Bidder’s Bid and the Lump Sum Price are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents. (Collectively, the Bid and the Lump Sum Price with Allowances are referred to as the “Bidder’s Bid”.)

<table>
<thead>
<tr>
<th>DESCRIPTION OF WORK</th>
<th>Hydraulic Motor (Option A) Lump Sum Price</th>
<th>Electric Motor (Option B) Lump Sum Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition and Installation of (4) APPARATUS BAY DOORS at FEMS Engine Company 2 (6th St Side of Facility) SEE B.2.1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Demolition and Installation of (6) APPARATUS BAY DOORS AT FEMS Engine Company 4 (Sherman Ave Side of Facility) SEE B.2.2</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Total</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>
The Bidder acknowledges and understands that the Lump Sum Price is a firm, fixed price and intended to be Bidder's sole compensation for the services required under the contract and should include sufficient funding for all of the Bidder's costs associated with the work, including, but not limited to, labor, tools and equipment, materials and supplies, and overhead, insurance and profit. Failure to complete the Price Breakdown shall not to any extent qualify the Bidder's commitment to complete the entire project at the above stated Lump Sum Price. The District may use the Price Breakdown as a guide during contract administration.

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

1. The Bidder agrees to hold its Bid open for a period of at least one hundred twenty (120) days after the IFB closing date.

2. Assuming the Bidder is selected by the Department and subject only to the changes requested in paragraph 5, the Bidder agrees to enter into a contract with the Department on the terms and conditions described in the Bid Documents within ten (10) days of the notice of the award.

3. Both the Bidder and the undersigned represent and warrant that the undersigned has the full legal authority to submit this Bid form and bind the Bidder to the terms of the Bidder's Bid. The Bidder further represents and warrants that no further action or approval must be obtained by the Bidder in order to authorize the terms of the Bidder's Bid.

4. The Bidder and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a Bid in response to the IFB in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a Bid in response to the IFB; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.

5. RESERVED

6. The Bidder hereby certifies that neither it nor any of its team members have entered into any agreement (written or oral) that would prohibit any contractor, subcontractor or subconsultant that is certified by the District of Columbia Office of Department of Small and Local Business Enterprises as a Local, Small, Resident Owned or Disadvantaged Business Enterprise (collectively, “LSDBE Certified Companies”) from participating in the work if another company is awarded the contract.

7. This Offer Letter Form and the Bidder’s Bid are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, AND STATE OF FORMATION FOR THE BIDDER].

Sincerely,

By: ______________________________________
Name: ____________________________________
Title: _____________________________________
Date: _____________________________________
Attachment B

Disclosure Statement
Disclosure Statement

The Offeror and each of its principal team members, if any, must submit a statement that discloses any past or present business, familiar or personal relationship with any of the following individuals:

A. D.C. Department of General Services

  Christopher Weaver  Director
  Latrena Owens      Chief of Staff
  Yinka Alao         Associate Director, Contracts & Procurement Division
  Camille Sabbokhan  General Counsel
  Carlos Sandoval   Supervisory Attorney Advisor
  Jeff Bonvechio     Deputy Director, Capital Construction

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

This is to certify that, to the best of my knowledge and belief and after making reasonable inquiry, the above represents a full and accurate disclosure of any past or present business, familiar, or personal relationship with any of the individuals listed above. The undersigned acknowledges and understands that this Disclosure Statement is being submitted to the False Claims Act and that failure to disclose a material relationship(s) may constitute sufficient grounds to disqualify the Offeror.

OFFEROR:

By: ____________________________________________

Name: __________________________________________

Title: __________________________________________

Date: __________________________________________
Attachment C

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.

Office of Tax and Revenue, PO Box 37559, Washington, DC 20013
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 government contracts, options & extensions, it can only be amended with DSLBD’s consent.

SUBMISSION OF SBE SUBCONTRACTING PLAN:
- For agency solicitations - submit to agency with bid/proposal.
- For agency options & extensions - submit to agency before option or extension exercised.
- For private projects - submit to DSLBD, agency project manager and District of Columbia Auditor, with each quarterly report. As private projects may not have awarded all contracts at the time the District subsidy is granted, the SBE Subcontracting Plan may be submitted simultaneously with each quarterly report and list all SBE/CBE subcontracts executed by the time of submission.

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

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

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

Company: Contact # Email address: Street Address:

✓ all that applies, Company is:
- a SBE □ a CBE □ CBE Certification Number: □ WILL perform the ENTIRE agency contract or private project with its own organization and resources
- □ WILL subcontract a portion of the agency contract or private project

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

Point of Contact: Title: Contact #: Email address: Street Address:

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

Agency Solicitation

Solicitation Number: Solicitation Due Date: Agency: Total Dollar Amount of Contract: $*$

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

35% of Total Dollar Amount of Contract: $ Total Amount of All SBE/CBE subcontracts: $ (include every lower tier)

Private Project

District Subsidy: Agency Providing Subsidy: Amount of District Subsidy: Date District Subsidy Provided: Project Name: Project Address: Total Development Project Budget: $ (include pre-construction and construction costs)

35% of Total Development Project Budget: $ Total Amount of All SBE/CBE subcontracts: $ (include every lower tier)
### SBE/ CBE SUBCONTRACTORS (FOR EACH TIER):

#### SBE/ CBE SUBCONTRACTOR INFORMATION:
(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.)

<table>
<thead>
<tr>
<th>SBE/ CBE Company</th>
<th>Address/Telephone No./ Email</th>
<th>Subcontractor Tier (1st, 2nd, 3rd, etc.)</th>
<th>Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION &amp; RESOURCES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Select Tier</td>
<td></td>
</tr>
</tbody>
</table>

Period of subcontract: _____

Price to be paid to the SBE/CBE Subcontractor: $___

- [x] all that applies, Subcontractor is:
  - [ ] a SBE
  - [ ] a CBE
  - [ ] CBE Certification #: ______
  - [ ] SBE/CBE will perform the ENTIRE subcontract with its own organization and resources
  - [ ] SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)

#### SBE/ CBE Point of Contact

Name: ______

Title: ______

Telephone Number: ______

Email Address: ______

---

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

(Name) (Title) (Date)

Complete additional copies as needed.

SBE Subcontracting Plan – Revised October 2014
**AGENCY CONTRACTING OFFICER'S USE ONLY OR AGENCY PROJECT MANAGER'S USE ONLY**

(✓ which applies. Only one option should be selected.)

### AGENCY CONTRACT AWARD

<table>
<thead>
<tr>
<th>Agency:</th>
<th>Prime Contractor:</th>
<th>Contract Number:</th>
<th>Date SBE Subcontracting Plan Accepted:</th>
<th>Date agency contract signed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anticipated Start Date of Contract:</td>
<td></td>
<td>Total Dollar Amount of Contract: $</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

35% of Total Contract Amount: $  
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 services or goods.**

### PRIVATE PROJECT SUBSIDY AWARD

<table>
<thead>
<tr>
<th>Agency Providing Subsidy:</th>
<th>District Subsidy:</th>
<th>Developer:</th>
<th>Amount of District Subsidy:</th>
<th>Date District Subsidy Provided/ contract signed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anticipated Start Date of Project:</td>
<td></td>
<td>Anticipated End Date of Project:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Project Name:  
Project Address:  
Total Development Project Budget: $  
Total Amount of All SBE/CBE subcontracts: $ (include every 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 Extention or Multi-Year) or subsidy document, between the Beneficiary and Agency, was emailed to DSLBD @ Compliance.Enforcement@dc.gov within five (5) days of signing;
- **FOR AGENCY CONTRACT** the SBE Subcontracting Plan, submitted by Beneficiary, was emailed to DSLBD @ Compliance.Enforcement@dc.gov within five (5) days of signing the contract between the Beneficiary and Agency.

Name of Agency Contracting Officer or Agency Project Manager

Title of Agency Contracting Officer or Agency Project Manager

Signature ____________________________ Date ______

SBE Subcontracting Plan – Revised October 2014
SBE SUBCONTRACTING STATUTORY REQUIREMENTS ACKNOWLEDGEMENT FORM

I, [Name], [Title] Of [Company Name of Prime Contractor/Developer] Acknowledge that the [Project Name /or Contract Number] project is subject to the SBE subcontracting requirements of the Small and Certified Business Enterprise Development and Assistance Amendment Act of 2014 (the “Act”) (D.C. Law 20-108; D.C. Official Code § 2-218.01 et seq.). I further acknowledge that this form is just a summary of the Act, and that the project must comply with all relevant sections of the Act, and not just the provisions outlined below.

SBE Subcontracting Requirements

- **Pursuant to section 2-218.46 of the Act, all construction & non-construction Government-assisted projects (agency issued contracts & private projects that received any type of District subsidy) over $250,000, shall require 35% subcontracting to Small Business Enterprises (SBE) certified by the Department of Small and Local Business Development (DSLBD), unless waived by DSLBD.**
  - **Agency Issued Contracts** – 35% of the total amount of the agency issued contract shall be subcontracted to SBEs.
  - **Private Projects with District Subsidy** – 35% of the total project costs (development costs) shall be subcontracted to SBEs. The 35% requirement is not limited to the amount of the District subsidy.
  - If there are insufficient qualified SBEs to fulfill the 35% subcontracting requirement, the requirement may be satisfied by subcontracting 35% to Certified Business Enterprises (CBE) certified by DSLBD; provided, that all reasonable efforts shall be made to ensure that qualified SBEs are significant participants in the overall subcontract work.

SBE Subcontracting Plan

- A SBE Subcontracting Plan listing all subcontracts, between the Beneficiary and SBEs/CBEs; and between SBE/CBE and Non-CBE Subcontractors and all lower tier SBE/CBE Subcontractors must be submitted for this project.
  - **For Agency Solicitations** - the SBE Subcontracting Plan must be submitted to the agency with the bid/proposal for the bid/proposal to be considered responsive.
  - **For Agency Multi-year/ Options/ Extensions** - submit SBE Subcontracting Plan to agency before next year/ option/ extension exercised.
- No multiyear contracts or extended contracts which are not in compliance with the subcontracting requirements at the time of the contemplated exercise of the option or extension, shall be renewed or extended, and any such option or extension shall be void.

  o **For Private Projects** - submit revised SBE Subcontracting Plans to DSLBD, agency project manager and Office of the District of Columbia Auditor (ODCA), with each quarterly report.

  o **For Agency Contracts 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 amount of the contract including total design and build costs) is required before entering into a guaranteed maximum price or contract authorizing construction.

**Special Requirements**

- Each construction and non-construction Government-assisted project for which a CBE is selected as a Beneficiary, shall require the CBE perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracted effort shall be with CBEs.

- Each construction and non-construction Government-assisted project for which a CBE is utilized to meet the 35% subcontracting requirement, shall require the CBE perform at least 35% of the contracting effort with its own organization and resources.

- Each construction and non-construction Government-assisted project of $1 million or less for which a CBE is selected as a Beneficiary shall include a requirement that the CBE perform at least 50% of the on-site work with its own workforce.

**Special Exemption**

- If the Beneficiary is a CBE and will perform the ENTIRE government-assisted project with its own organization and resources and NOT subcontract any portion of the government-assisted project, then the CBE is not required to subcontract 35% to SBEs.

**Special Requirements for Certified Joint Venture Beneficiaries**

- Each construction and non-construction Government-assisted project for which a certified joint venture is selected as a Beneficiary shall include a requirement that the CBE member of the joint venture perform at least 50% of the contracting...
effort with its own organization and resources and, if it subcontracts, 35% of the subcontracted effort shall be with CBEs.

**Mandatory Meetings**

- The Beneficiary of a Government-assisted project shall meet with DSLBD and ODCA within 10 days of the execution of this Acknowledgment Form.

- Thereafter, the Beneficiary of a Government-assisted project shall meet on an annual basis with DSLBD and ODCA to provide an update of the subcontracting plan for utilization of SBEs and CBEs.

**Compliance Reporting Requirements**

- The Beneficiary of a Government-assisted project shall submit the following reports to DSLBD, the agency contracting officer, project manager, and ODCA:
  
  o SBE Subcontracting Plan;
  o Completed Quarterly Reports;
  o Completed Vendor Verification Forms; and
  
  o Each fully executed subcontract with each subcontractor listed on the SBE Subcontracting Plan (required to receive credit towards the 35% SBE subcontracting requirement).

- The Beneficiary can receive the vendor verification forms, and any other compliance forms at the initial meeting with DSLBD.

**Enforcement and Penalties**

- If a CBE Beneficiary that received points or a price reduction performs less than 35% of the total contracting effort with its own organization and resources, then the CBE shall be subject to the penalties and fines of section 2-218.63 of the Act.

- If the CBE member of a certified joint venture Beneficiary that received points or a price reduction, performs less than 50% of the total contracting effort with its own organization and resources, then the joint venture and the CBE shall be subject to the penalties and fines of section 2-218.63 of the Act.

- For any subcontracting plan required by law, the Beneficiary shall be deemed to have breached the subcontracting plan for utilization of SBEs or CBEs in the performance of a contract if the Beneficiary:
Fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner;

Submits a monitoring or compliance report, or other required subcontracting information containing a materially false statement; or

Fails to meet the subcontracting requirements of section 2-218.46 of the Act.

- A Beneficiary that is found to have breached a subcontracting plan for utilization of certified business enterprises shall be subject to the imposition of penalties, including monetary fines, pursuant to section 2-218.63 of the Act.

- If DSLBD determines that a Beneficiary has failed to use commercially reasonable best efforts to meet the subcontracting requirements of section 2-218.46 of the Act, DSLBD shall assess a civil penalty equal to 10% of the dollar volume of the contract that the Beneficiary was required but failed to subcontract. The civil penalty will be in addition to any other penalties or causes of action that may be available.

**Pertinent DEFINITIONS in the Act**

Agency means: an agency, department, office, board, commission, authority, or other instrumentality of the District government, with or without legal existence separate from that of the District government.

Beneficiary means: a business enterprise that is the prime contractor or developer on a government-assisted project.

Government-assisted project means:
(A) A contract executed by an agency on behalf of the District or pursuant to statutory authority that involves District funds or, to the extent not prohibited by federal law, funds that the District administers in accordance with a federal grant or otherwise;
(B) A project funded in whole or in part by District funds;
(C) A project that receives a loan or grant from a District agency;
(D) A project that receives bonds or notes or the proceeds thereof issued by a District agency, including tax increment financing or payment in lieu of tax bonds and notes;
(E) A project that receives District tax exemptions or abatements that are specific to the project and not to the nature of the entity undertaking the project, such as a religious institution or nonprofit corporation; or
(F) A development project conducted pursuant to a disposition under section 1 of An Act Authorizing the sale of certain real estate in the District of Columbia no longer required for public purposes, approved August 5, 1939 (53 Stat. 1211; D.C. Official Code § 10-801).
I acknowledge receipt of this Acknowledgement Form, and understand that a Beneficiary, CBE, or Certified Joint Venture that fails to comply with all of the relevant requirements of the Small and Certified Business Enterprise Development and Assistance Amendment Act of 2014 (D.C. Law 20-108) (the "Act"), which include, but are not limited to the provisions above, shall be subject to penalties as outlined in the Act. I further acknowledge that I am authorized to sign on behalf of the entity listed below.

(P) (Date)

(S) (E-mail)

(T)

(C)
Attachment E

2015 Living Wage Act Notice and Fact Sheet
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, 2015, the living wage rate is $13.80.

All recipients of contracts in the amount of $100,000 or more; and, all subcontractors of these recipients receiving $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 of government assistance receiving $50,000 or more in funds from government assistance received 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 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 exceptions apply where contracts are subject to higher wage level determinations required by federal law; contracts delivered by regulated utility; contracts for services needed immediately to prevent or respond to a disaster or imminent threat to the public health or safety declared by the Mayor; contracts awarded to recipients that provide trainees with additional services provided the trainee does not replace employees; tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; Medicaid provider agreements for direct care services to Medicaid recipients, however, a home care agency, a community residential 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 contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Exemptions are provided for 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, and for employees of nonprofit organizations that employ not more than 50 individuals.

Each recipient and subcontractor of a recipient shall provide this notice to each affiliate 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.

For the complete text of the Living Wage Act of 2006 go to D.C. Official Code §§ 2-220.01-.11

To file a claim, visit: Department of Employment Services, Office of Wage-Hour, 4058 Minnesota Avenue, NE, Fourth Floor, Washington, D.C. 20019; call: (202) 671-1880; or file your claim on-line: does.dc.gov. Go to “File a Claim” tab.
The “Living Wage Act of 2006,” Title I of D.C. Law 16-18, (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 wages no less than the current living wage rate.

**Effective January 1, 2015, the living wage rate is $13.80 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 (68A 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 and is not paying you at least the current living wage, you may file a complaint with the DOES Office of Wage – Hour, located at 4058 Minnesota Avenue, NE, Fourth Floor, Washington, DC 20019, call (202) 671-1880, or file your claim on-line: 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

First Source Employment Agreement Form
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 shall meet the hiring or hours worked percentage requirements for all new jobs created by the Project as outlined below in Section VII. The EMPLOYER shall ensure that District of Columbia residents (DC residents) registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

I. DEFINITIONS

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

A. Apprentice means a worker who is employed to learn an apprentice able 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


Page 1 of 11
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 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 DC residents registered with DOES.

H. Good faith effort means an EMPLOYER has exhausted all reasonable means to comply with any affirmative action, hiring, or contractual goal(s) pursuant to the First Source law and Agreement.

I. Government-assisted project or contract (Project) means any construction or non-construction project 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 6 months or more in the last 12-month period;

6. Homeless;

7. A participant or graduate of the Transitional Employment Program established by § 32-1331; or

8. An individual who qualified for inclusion in the Work Opportunity Tax Credit Program as certified by the Department of Employment Services.

K. **Indirect labor costs** means all costs, including wages and benefits, that are part of operating expenses and are associated with the hiring and employment of personnel assigned to tasks other than producing products.

L. **Jobs** means any union and non-union managerial, 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 the Department of Employment Services 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 hours to be worked on the project or contract by trade;

2. A projection of the total number of journey worker hours, by trade, to be worked on the project or contract and the total number of journey worker hours, by trade, to be worked by DC residents;

3. A projection of the total number of apprentice hours, by trade, to be worked on the project or contract and the total number of apprentice hours, by trade, to be worked by DC residents;

4. A projection of the total number of skilled laborer hours, by trade, to be worked on the project or contract and the total number of skilled laborer hours, by trade, to be worked by DC residents;

5. A projection of the total number of common laborer hours to be worked on the project or contract and the total number of common laborer hours to be worked by DC residents;

6. A timetable outlining the total hours worked by trade over the life of the project or contract and an associated hiring schedule;

7. Descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions;
8. A strategy to fill the hours required to be worked by DC residents pursuant to this paragraph, including a component on communicating these requirements to contractors and subcontractors and a component on potential community outreach partnerships with the University of the District of Columbia, the University of the District of Columbia Community College, the Department of Employment Services, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government-approved, community-based job training providers;

9. A remediation strategy to ameliorate any problems associated with meeting these hiring requirements, including any problems encountered with contractors and subcontractors;

10. The designation of a senior official from the general contractor who will be responsible for implementing the hiring and reporting requirements;

11. Descriptions of the health and retirement benefits that will be provided to DC residents working on the project or contract;

12. 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 DC residents from one project or contract to the next;

13. A strategy to hire graduates of District of Columbia Public Schools, District of Columbia public charter schools, and community-based job training providers, and hard-to-employ residents; and

14. A disclosure of past compliance with the Workforce Act and the Davis-Bacon Act, where applicable, and the bidder or offeror’s general DC resident hiring practices on projects or contracts completed within the last 2 years.

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 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 through the duration, any extension or modification of the Project and until such time as construction is complete and a certificate of occupancy is issued.

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. The EMPLOYER who contracts with the District of Columbia government to perform construction, renovation work, or information technology work with a single contract, or cumulative contracts, of at least $500,000, let 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 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 complete the attached Revised Employment Plan that will include the information outlined in Section I.N., above.

B. The EMPLOYER will post all job vacancies with the Job Bank Services of DOES at http://does.dc.gov within 7 days of executing the Agreement. Should you need assistance posting job vacancies, please contact Job Bank Services at (202) 698-6001.

C. The EMPLOYER will notify DOES of all new jobs created for the Project within at least 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 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 set forth above in Section IV.C.

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

VI. PLACEMENT

A. EMPLOYER shall in good faith, use reasonable efforts to select its new hires or employees from among the qualified applicants referred by DOES. All hiring decisions are made by the EMPLOYER.

B. In the event that DOES is unable to refer qualified applicants meeting the EMPLOYER’S established qualifications, within 7 business days (Monday - Friday) from the date of notification from the EMPLOYER, DOES 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 is given the choice to report hiring or hours worked percentages either by Prime Contractor for the entire Project or per each Sub-contractor.

B. 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.

C. EMPLOYER with Projects totaling $5 million or more shall meet the following hours worked percentages for all new jobs created by the Project:
   1. At least 20% of journey worker hours by trade shall be performed by DC residents;
   2. At least 60% of apprentice hours by trade shall be performed by DC residents;
   3. At least 51% of the skilled laborer hours by trade shall be performed by DC residents; and
   4. At least 70% of common laborer hours shall be performed by DC residents.

D. 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.

E. 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; and
   8. Workforce statistics throughout the entire project tenure.

F. In addition to the reporting requirements outlined in E, EMPLOYER with Projects totaling $5 million or more shall provide the following monthly and cumulative statistics on the Contract Compliance Form:
   1. Number of journey worker hours worked by DC residents by trade;
   2. Number of hours worked by all journey workers by trade;
   3. Number of apprentice hours worked by DC residents by trade;
   4. Number of hours worked by all apprentices by trade;
   5. Number of skilled laborer worker hours worked by DC residents by trade;
   6. Number of hours worked by all skilled laborers by trade;
   7. Number of common laborer hours worked by DC residents by trade; and
   8. Number of hours worked by all common laborers by trade.
G. EMPLOYER can "double count" hours for the "hard to employ" up to 15% of total hours worked by DC Residents.

H. For construction Projects that are not subject to Davis-Bacon law in which certified payroll records do not exist, EMPLOYER must submit monthly documents of workers employed on the Project to DOES, including DC residents and all employment classifications of hours worked.

I. EMPLOYER may also be required to provide verification of hours worked or hiring percentages of DC residents, such as internal payroll records for construction Projects that are not subject to Davis-Bacon.

J. Monthly, EMPLOYER must submit weekly certified payrolls from all subcontractors at any tier working on the Project to the Contracting Agency. EMPLOYER is also required to make payroll records available to DOES as a part of compliance monitoring, upon request at job sites.

VIII. FINAL REPORT AND GOOD FAITH EFFORTS
A. With the submission of the final request for payment from the Contracting Agency, the 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.

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 10 calendar days;

2. Whether the EMPLOYER advertised each job opening in a District newspaper with city-wide circulation for a minimum of 7 calendar days;

3. Whether the EMPLOYER advertised each job opening in special interest publications and on special interest media for a minimum of 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 Prime Contractors 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 construction site visits to determine if the Prime or Subcontractors’ workforce is in concurrence with the submitted Agreement and Monthly Compliance Reports.

4. Inspect and copy certified payroll, personnel records and any other records or information necessary to ensure the required workforce utilization is in compliance with the First Source Law.

5. Conduct desk reviews of Monthly Compliance Reports.

6. Educate EMPLOYERS about additional services offered by DOES, such as On-the-Job training programs and tax incentives for EMPLOYERS who hire from certain categories.

7. Monitor and complete statistical reports that identify the overall project, contractor, and subcontractors’ hiring or hours worked percentages.

8. Provide formal notification of non-compliance with the required hiring or hours worked percentages, or any alleged breach of the First Source Law to all contracting agencies, and stakeholders. *(Please note: EMPLOYERS are granted 30 days to correct any alleged deficiencies stated in the notification.)*

X. **PENALTIES**

A. Willful breach of the Agreement by the EMPLOYER, failure to submit the Contract Compliance Reports, deliberate submission of falsified data 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. Fines will also include additional prorated fines of 1/8 of 1% of total contract amount for not reaching specific hiring or hours worked requirements. Prime Contractors who choose to report all hiring or hours worked percentages cumulatively (overall construction project) will be penalized, if hiring or hours worked percentage requirements are not met.

B. EMPLOYERS who have been found in violation 2 times or more over a 10 year period may be debarred and/or deemed ineligible for consideration for Projects for a period of 5 years.

C. 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

______________________________
Associate Director for First Source
Department of Employment Services
4058 Minnesota Avenue, NE
Third Floor
Washington, DC 20019
202-698-6284
firstsource@dc.gov

Date ________________________

Page 11 of 11
First Source Agreement, Revised 2013
EMPLOYMENT PLAN

NAME OF EMPLOYER: ____________________________________________

ADDRESS OF EMPLOYER: _________________________________________

TELEPHONE NUMBER: __________________ FEDERAL IDENTIFICATION NO.: __________

CONTACT PERSON: ___________________ TITLE: _______________________

E-MAIL: __________________________ TYPE OF BUSINESS: ________________

DISTRICT CONTRACTING AGENCY: _______________________________________

CONTRACTING OFFICER: ___________________ TELEPHONE NUMBER: __________

TYPE OF PROJECT: ___________________ CONTRACT AMOUNT: ________________

EMPLOYER CONTRACT AMOUNT: ___________________________________________

PROJECT START DATE: ________________ PROJECT END DATE: _________________

EMPLOYER START DATE: ________________ EMPLOYER END DATE: _______________

NEW JOB CREATION PROJECTIONS: Please indicate ALL new position(s) your firm
will create as a result of the Project. If the firm WILL NOT be creating any new
employment opportunities, please complete the attached justification sheet with an
explanation. Attach additional sheets as needed.

<table>
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<th>JOB TITLE</th>
<th># OF JOBS</th>
<th>SALARY RANGE</th>
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**CURRENT EMPLOYEES:** Please list the names, residency status and ward information of all current employees, including apprentices, trainees, and transfers from other projects, who will be employed on the Project. Attach additional sheets as needed.

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<tr>
<th>NAME OF EMPLOYEE</th>
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JUSTIFICATION SHEET: Please provide a detailed explanation of why the Employer will not have any new hires on the Project.
Attachment G

Davis Bacon Wage Determination
General Decision Number: DC150002 12/25/2015 DC2

Superseded General Decision Number: DC20140002

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

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

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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<td>07/03/2015</td>
</tr>
<tr>
<td>9</td>
<td>07/17/2015</td>
</tr>
<tr>
<td>10</td>
<td>08/07/2015</td>
</tr>
<tr>
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</tr>
<tr>
<td>14</td>
<td>10/09/2015</td>
</tr>
<tr>
<td>15</td>
<td>12/25/2015</td>
</tr>
</tbody>
</table>

* ASBE0024-007 10/01/2015

Rates Fringes

ASBESTOS WORKER/HEAT & FROST

INSULATOR..........................$ 34.33 13.92
Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

* ASBE0024-008 10/01/2015

Rates Fringes

ASBESTOS WORKER: HAZARDOUS
MATERIAL HANDLER.................$ 21.61 5.54
Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems

* ASBE0024-014 10/01/2015

Rates Fringes

FIRESTOPPER.........................$ 26.81 5.98
Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke of other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.

* CARP0132-008 05/01/2015

Rates Fringes

CARPENTER, Includes Drywall
Hanging, Form Work, and Soft
Floor Laying-Carpet...............$ 27.56 9.08
<table>
<thead>
<tr>
<th>* CARP1548-001 04/01/2015</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>MILLWRIGHT</td>
<td>$ 31.99</td>
<td>9.28</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>* CARP2311-003 05/01/2015</th>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>PILE DRIVER MAN</td>
<td>$ 28.29</td>
<td>8.85</td>
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<table>
<thead>
<tr>
<th>ELEC0026-016 06/01/2015</th>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>ELECTRICIAN, Includes Installation of HVAC/Temperature Controls</td>
<td>$ 42.80</td>
<td>15.33</td>
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</table>

<table>
<thead>
<tr>
<th>ELEC0026-017 09/01/2014</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELECTRICAL INSTALLER (Sound &amp; Communication Systems)</td>
<td>$ 27.05</td>
<td>8.58</td>
</tr>
</tbody>
</table>

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

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

ELEVATOR MECHANIC..............$ 41.09 28.385+a+b


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

IRON0005-005 06/01/2015

Rates Fringes

IRONWORKER, STRUCTURAL AND ORNAMENTAL.................$ 30.65 18.135

IRON0201-006 05/01/2015

Rates Fringes

IRONWORKER, REINFORCING..........$ 27.50 18.58

LAB00657-015 06/01/2015

Rates Fringes

LABORER: Skilled.................$ 22.63 7.31

FOOTNOTE: Potmen, power tool operator, small machine operator, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinning, pier hole and ditches, laggers and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipe layers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type of work, carpenter tenders, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers and other machines that do the same general type of work, whether powered by air, electric or gasoline, builders of trestle scaffolds over one tier high and sand blasters, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen, stake jumper, demolition.

<table>
<thead>
<tr>
<th>Job Description</th>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>MARBLE/STONE MASON</td>
<td>$35.19</td>
<td>15.72</td>
</tr>
<tr>
<td>INCLUDING pointing, caulking and cleaning of All types of masonry, brick, stone and cement EXCEPT pointing, caulking, cleaning of existing masonry, brick, stone and cement (restoration work)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TERRAZZO WORKER/SETTER</td>
<td>$26.75</td>
<td>10.28</td>
</tr>
<tr>
<td>TERRAZZO FINISHER</td>
<td>$21.96</td>
<td>9.35</td>
</tr>
<tr>
<td>TILE SETTER</td>
<td>$26.75</td>
<td>10.28</td>
</tr>
<tr>
<td>TILE FINISHER</td>
<td>$21.96</td>
<td>9.35</td>
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</tbody>
</table>

PAIN0051-014 06/01/2014

<table>
<thead>
<tr>
<th>GLAZIER</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glazing Contracts $2 million and under</td>
<td>$24.77</td>
<td>9.85</td>
</tr>
<tr>
<td>Glazing Contracts over $2 million</td>
<td>$28.61</td>
<td>9.85</td>
</tr>
</tbody>
</table>
PAINTER
Brush, Roller, Spray and
Drywall Finisher............. $24.89 9.05

PLAS0891-005 07/01/2013

Rates Fringes

PLASTERER.................. $28.33 5.85

PLAS0891-006 02/01/2014

Rates Fringes

CEMENT MASON/CONCRETE FINISHER... $27.15 9.61

PLAS0891-007 08/01/2014

Rates Fringes

FIREPROOFER
Handler....................... $16.50 4.24
Mixer/Pump................... $18.50 4.24
Sprayer...................... $23.00 4.24

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

PLUM0005-010 08/01/2015

Rates Fringes

PLUMBER..................... $39.67 16.60+a

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

http://wdol.gov/wdol/scafiles/davisbacon/DC2.dvb?v=15

12/28/2015
<table>
<thead>
<tr>
<th>Rate</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PIPEFITTER, Includes HVAC</strong></td>
<td></td>
</tr>
<tr>
<td>Pipe Installation...............</td>
<td>$38.89</td>
</tr>
<tr>
<td><strong>ROOFER</strong></td>
<td>$28.50</td>
</tr>
<tr>
<td><strong>SPRINKLER FITTER (Fire Sprinklers)</strong></td>
<td>$32.40</td>
</tr>
<tr>
<td><strong>SHEET METAL WORKER (Including HVAC Duct Installation)</strong></td>
<td>$39.79</td>
</tr>
<tr>
<td><strong>LABORER: Common or General</strong></td>
<td>$13.04</td>
</tr>
<tr>
<td><strong>LABORER: Mason Tender - Cement/Concrete</strong></td>
<td>$15.40</td>
</tr>
<tr>
<td><strong>LABORER: Mason Tender for pointing, caulking, cleaning of existing masonry, brick,</strong></td>
<td>2.80</td>
</tr>
</tbody>
</table>
stone and cement structures
(restoration work); excludes
pointing, caulking and
cleaning of new or
replacement masonry, brick,
stone and cement..................$ 11.67

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

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

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

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

Union Rate Identifiers

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

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION
Attachment H

Bid Bond Form
GOVERNMENT OF THE DISTRICT OF COLUMBIA

PROPOSAL BOND
(See Instructions on 2nd page)

Date Bond Executed:
(Must Not be Later Than Bid Opening Date)

TYPE OF ORGANIZATION ("X")
[ ] INDIVIDUAL [ ] PARTNERSHIP
[ ] JOINT VENTURE [ ] CORPORATION

STATE OF INCORPORATION

PRINCIPAL (Legal Name and Address)

SURETY(IES) (Name(s) and Address(es))

AMOUNT NOT TO EXCEED

MILLION(S) THOUSAND(S) HUNDRED(S) CENTS 5% OF BID

PROPOSAL IDENTIFICATION

PROPOSAL
CLOSING DATE
REQUEST FOR PROPOSAL NO.

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto are firmly bound to the District of Columbia Government, a municipal corporation, hereinafter called "the District", in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, jointly and severally; Provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action against any or all of us, and for all other purposes each Surety bonds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the bid identified above. NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the receipt of the same, or, no period be specified, within ninety (90) calendar days after said receipt, and shall within the period specified therefore, or, if no period be specified, within ten (10) calendar days after being called upon to do so, furnish Performance & Payment Bonds with good and sufficient surety, as may be required, for the faithful performance and proper fulfillment of the Contract, and for the protection of all persons supplying labor and material in the prosecution of the work provided for in such Contract or, in the event of withdrawal of said bid, within the period specified, or the failure to furnish such bond within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue. Each Surety executing this bond hereby agrees that its obligation shall not be impaired by extension(s) of time for acceptance of the bid that the Principal may grant to the District, notice of which extension(s) to Surety (ies) being hereby waived: Provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

IN WITNESS WHEREOF, the Principal and Surety (ies) have executed this bid bond and have affixed their seals on the date set forth above.

PRINCIPAL

1. SIGNATURE
Seal
Name & Title (typed)

1. ATTEST
Name & Title (typed)

Corporate Seal

2. SIGNATURE
Seal
Name & Title (typed)

2. ATTEST
Name & Title (typed)

Corporate Seal
CERTIFICATE AS TO CORPORATION

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

Secretary of Corporation

SURETY(IES)

<table>
<thead>
<tr>
<th>1. Name &amp; Address (typed)</th>
<th>State of Inc.</th>
<th>Liability Limit</th>
<th>Corporate Seal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Attorney-in-Fact</td>
<td>Attest (Signature)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name &amp; Address (typed)</td>
<td>Name &amp; Address (typed)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

INSTRUCTIONS

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

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

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

By: ________________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

District of Columbia) ss:

On the ___ day of ________________, 2014, before me, a notary public in and for the District of Columbia, personally appeared _________________________, who acknowledged himself/herself to be _______________________ of ________________________, and that he/she as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

________________________________
Notary Public
My Commission Expires: __________
Attachment J

Award/Signature Page
AWARD/CONTRACT

1. Caption
   Apparatus Bay Door Replacements

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Cover Page/Signature Page</td>
<td>1-3</td>
</tr>
<tr>
<td>B</td>
<td>Scope of Work</td>
<td>4-13</td>
</tr>
<tr>
<td>C</td>
<td>Economic Inclusion</td>
<td>14-21</td>
</tr>
<tr>
<td>D</td>
<td>Lump Sum Price</td>
<td>22-24</td>
</tr>
<tr>
<td>E</td>
<td>Evaluation and Award Criteria</td>
<td>25</td>
</tr>
<tr>
<td>F</td>
<td>Bid Organization and Submission</td>
<td>26-27</td>
</tr>
<tr>
<td>G</td>
<td>Bidding Procedures and Protests</td>
<td>28-30</td>
</tr>
<tr>
<td>H</td>
<td>Insurance Requirements</td>
<td>31-32</td>
</tr>
<tr>
<td>I</td>
<td>Department's Responsibilities</td>
<td>33-39</td>
</tr>
<tr>
<td>J</td>
<td>Contract Changes</td>
<td>40-44</td>
</tr>
<tr>
<td>K</td>
<td>Miscellaneous Provisions</td>
<td>45-62</td>
</tr>
<tr>
<td>L</td>
<td>Definitions</td>
<td>63-65</td>
</tr>
</tbody>
</table>

Contracting Officer will complete Item 16

16. □ AWARD
Your bid for the above referenced Solicitation including your Bid and Offer Letter and Bid Form is hereby accepted. 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.

17A. Name and Title of Signer (Type or print) 18A. Name of Contracting Officer

17B. (Signature of person authorized to sign) 17C. Date Signed 18B. (Signature of Contracting Officer) 18C. Date Signed

Government of the District of Columbia
Department of General Services