

Attachment A1, A2 & A3

Bid Form

See Microsoft Excel Document

DCAM-16-NC-0016 ATTACHMENT A1 A2 & A3 Bid Form.xlsx

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 | Acting Director |
| Latrena Owens | Chief of Staff |
| Camille Sabbakhan | General Counsel |
| Carlos Sandoval | Supervisory Attorney Advisor |
| Spencer Davis | Deputy Director, Facilities Management |

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

B.

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

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

**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; consent to release my tax information to an authorized representative of the District of Columbia agency from which I am seeking to enter into a contractual relationship. I understand that the information released under this consent will be limited to whether or not I am in compliance with the District of Columbia tax laws and regulations as of the date found on the government request. I understand that this information is to be used 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. The penalty for making false statements 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.

Signature of Authorizing Agent

Title

Attachment D

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 _____ Solicitation Due Date: _____ Agency : _____ Total Dollar Amount of Contract: \$ _____ <i>*Design-Build must include total contract amount for both design and build phase of project.</i> 35% of Total Dollar Amount of Contract: \$ _____ Total Amount of All SBE/CBE subcontracts: \$ _____ <i>(include every lower tier)</i> | District Subsidy: _____ Agency Providing Subsidy: _____ Amount of District Subsidy: _____ Date District Subsidy Provided: _____ Project Name: _____ Project Address: _____ Total Development Project Budget: \$ _____ <i>(include pre-construction and construction costs)</i> 35% of Total Development Project Budget: \$ _____ Total Amount of All SBE/CBE subcontracts: \$ _____ <i>(include every lower tier)</i> |



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 st , 2 nd , 3 rd , etc.) | Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES |
| _____ | _____ | <u>Select Tier</u> | _____ |
| Period of subcontract: _____ Price to be paid to the SBE/CBE Subcontractor: \$_____ | | | SBE/ CBE Point of Contact Name: _____ Title: _____ Telephone Number: _____ Email Address: _____ |
| ✓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 st , 2 nd , 3 rd , etc.) | Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES |
| _____ | _____ | <u>Select Tier</u> | _____ |
| Period of subcontract: _____ Price to be paid to the SBE/CBE Subcontractor: \$_____ | | | SBE/ CBE Point of Contact Name: _____ Title: _____ Telephone Number: _____ Email Address: _____ |
| ✓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) | | | |

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

 (Signature)

 (Date)

Complete additional copies as needed.



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

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

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

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

- If the Beneficiary is a CBE, DSLBD was contacted to confirm Beneficiary's CBE certification;
- The fully executed Contract (Base or Option or Extension or Multi-Year) or subsidy document, between the Beneficiary and Agency, was emailed to DSLBD @ 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

Attachment E

2015 Living Wage Act Notice & Fact Sheet



LIVING WAGE ACT FACT SHEET

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



**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. 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

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

Attachment G

Service Contract Act Wage Determinations

WD 05-2103 (Rev.-16) was first posted on www.wdol.gov on 07/14/2015

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2005-2103
Revision No.: 16
Date Of Revision: 07/08/2015

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract 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.

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---------------------------------------------------------|----------|-------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 15.08 |
| 01012 - Accounting Clerk II | | 16.92 |
| 01013 - Accounting Clerk III | | 22.30 |
| 01020 - Administrative Assistant | | 31.41 |
| 01040 - Court Reporter | | 21.84 |
| 01051 - Data Entry Operator I | | 14.38 |
| 01052 - Data Entry Operator II | | 15.69 |
| 01060 - Dispatcher, Motor Vehicle | | 17.87 |
| 01070 - Document Preparation Clerk | | 14.21 |
| 01090 - Duplicating Machine Operator | | 14.21 |
| 01111 - General Clerk I | | 14.88 |
| 01112 - General Clerk II | | 16.24 |
| 01113 - General Clerk III | | 18.74 |
| 01120 - Housing Referral Assistant | | 25.29 |
| 01141 - Messenger Courier | | 13.62 |
| 01191 - Order Clerk I | | 15.12 |
| 01192 - Order Clerk II | | 16.50 |
| 01261 - Personnel Assistant (Employment) I | | 18.15 |
| 01262 - Personnel Assistant (Employment) II | | 20.32 |
| 01263 - Personnel Assistant (Employment) III | | 22.65 |
| 01270 - Production Control Clerk | | 22.03 |
| 01280 - Receptionist | | 14.43 |
| 01290 - Rental Clerk | | 16.55 |
| 01300 - Scheduler, Maintenance | | 18.07 |
| 01311 - Secretary I | | 18.07 |
| 01312 - Secretary II | | 20.18 |
| 01313 - Secretary III | | 25.29 |

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|------------------------------------------------------|-------|
| 01320 - Service Order Dispatcher | 16.98 |
| 01410 - Supply Technician | 28.55 |
| 01420 - Survey Worker | 20.03 |
| 01531 - Travel Clerk I | 13.29 |
| 01532 - Travel Clerk II | 14.36 |
| 01533 - Travel Clerk III | 15.49 |
| 01611 - Word Processor I | 15.63 |
| 01612 - Word Processor II | 17.67 |
| 01613 - Word Processor III | 19.95 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 25.26 |
| 05010 - Automotive Electrician | 23.51 |
| 05040 - Automotive Glass Installer | 22.15 |
| 05070 - Automotive Worker | 22.15 |
| 05110 - Mobile Equipment Servicer | 19.04 |
| 05130 - Motor Equipment Metal Mechanic | 24.78 |
| 05160 - Motor Equipment Metal Worker | 22.15 |
| 05190 - Motor Vehicle Mechanic | 24.78 |
| 05220 - Motor Vehicle Mechanic Helper | 18.49 |
| 05250 - Motor Vehicle Upholstery Worker | 21.63 |
| 05280 - Motor Vehicle Wrecker | 22.15 |
| 05310 - Painter, Automotive | 23.51 |
| 05340 - Radiator Repair Specialist | 22.15 |
| 05370 - Tire Repairer | 14.44 |
| 05400 - Transmission Repair Specialist | 24.78 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 13.85 |
| 07041 - Cook I | 12.55 |
| 07042 - Cook II | 14.60 |
| 07070 - Dishwasher | 10.11 |
| 07130 - Food Service Worker | 10.66 |
| 07210 - Meat Cutter | 18.08 |
| 07260 - Waiter/Waitress | 9.70 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 19.86 |
| 09040 - Furniture Handler | 14.06 |
| 09080 - Furniture Refinisher | 20.23 |
| 09090 - Furniture Refinisher Helper | 15.52 |
| 09110 - Furniture Repairer, Minor | 17.94 |
| 09130 - Upholsterer | 19.86 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 10.54 |
| 11060 - Elevator Operator | 10.54 |
| 11090 - Gardener | 17.52 |
| 11122 - Housekeeping Aide | 11.83 |
| 11150 - Janitor | 11.83 |
| 11210 - Laborer, Grounds Maintenance | 13.07 |
| 11240 - Maid or Houseman | 11.26 |
| 11260 - Pruner | 11.58 |
| 11270 - Tractor Operator | 16.04 |
| 11330 - Trail Maintenance Worker | 13.07 |
| 11360 - Window Cleaner | 12.85 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 20.41 |
| 12011 - Breath Alcohol Technician | 20.27 |
| 12012 - Certified Occupational Therapist Assistant | 23.11 |
| 12015 - Certified Physical Therapist Assistant | 21.43 |
| 12020 - Dental Assistant | 17.18 |
| 12025 - Dental Hygienist | 44.75 |
| 12030 - EKG Technician | 27.67 |
| 12035 - Electroneurodiagnostic Technologist | 27.67 |
| 12040 - Emergency Medical Technician | 20.41 |

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|--------------------------------------------------------------|---------------|
| 12071 - Licensed Practical Nurse I | 19.07 |
| 12072 - Licensed Practical Nurse II | 21.35 |
| 12073 - Licensed Practical Nurse III | 24.13 |
| 12100 - Medical Assistant | 15.01 |
| 12130 - Medical Laboratory Technician | 18.04 |
| 12160 - Medical Record Clerk | 17.42 |
| 12190 - Medical Record Technician | 19.50 |
| 12195 - Medical Transcriptionist | 18.77 |
| 12210 - Nuclear Medicine Technologist | 37.60 |
| 12221 - Nursing Assistant I | 10.80 |
| 12222 - Nursing Assistant II | 12.14 |
| 12223 - Nursing Assistant III | 13.98 |
| 12224 - Nursing Assistant IV | 15.69 |
| 12235 - Optical Dispenser | 20.17 |
| 12236 - Optical Technician | 15.80 |
| 12250 - Pharmacy Technician | 18.12 |
| 12280 - Phlebotomist | 15.69 |
| 12305 - Radiologic Technologist | 31.11 |
| 12311 - Registered Nurse I | 27.64 |
| 12312 - Registered Nurse II | 33.44 |
| 12313 - Registered Nurse II, Specialist | 33.44 |
| 12314 - Registered Nurse III | 40.13 |
| 12315 - Registered Nurse III, Anesthetist | 40.13 |
| 12316 - Registered Nurse IV | 48.10 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 21.73 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 19.86 |
| 13012 - Exhibits Specialist II | 24.61 |
| 13013 - Exhibits Specialist III | 30.09 |
| 13041 - Illustrator I | 20.48 |
| 13042 - Illustrator II | 25.38 |
| 13043 - Illustrator III | 31.03 |
| 13047 - Librarian | 33.88 |
| 13050 - Library Aide/Clerk | 14.21 |
| 13054 - Library Information Technology Systems Administrator | 30.60 |
| 13058 - Library Technician | 19.89 |
| 13061 - Media Specialist I | 18.73 |
| 13062 - Media Specialist II | 20.95 |
| 13063 - Media Specialist III | 23.36 |
| 13071 - Photographer I | 16.65 |
| 13072 - Photographer II | 18.90 |
| 13073 - Photographer III | 23.67 |
| 13074 - Photographer IV | 28.65 |
| 13075 - Photographer V | 33.76 |
| 13110 - Video Teleconference Technician | 20.39 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 18.92 |
| 14042 - Computer Operator II | 21.18 |
| 14043 - Computer Operator III | 23.60 |
| 14044 - Computer Operator IV | 26.22 |
| 14045 - Computer Operator V | 29.05 |
| 14071 - Computer Programmer I | (see 1) 26.36 |
| 14072 - Computer Programmer II | (see 1) |
| 14073 - Computer Programmer III | (see 1) |
| 14074 - Computer Programmer IV | (see 1) |
| 14101 - Computer Systems Analyst I | (see 1) |
| 14102 - Computer Systems Analyst II | (see 1) |
| 14103 - Computer Systems Analyst III | (see 1) |
| 14150 - Peripheral Equipment Operator | 18.92 |
| 14160 - Personal Computer Support Technician | 26.22 |
| 15000 - Instructional Occupations | |

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| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 36.47 |
| 15020 - Aircrew Training Devices Instructor (Rated) | 44.06 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 52.81 |
| 15050 - Computer Based Training Specialist / Instructor | 36.47 |
| 15060 - Educational Technologist | 35.31 |
| 15070 - Flight Instructor (Pilot) | 52.81 |
| 15080 - Graphic Artist | 26.80 |
| 15090 - Technical Instructor | 25.08 |
| 15095 - Technical Instructor/Course Developer | 30.67 |
| 15110 - Test Proctor | 20.20 |
| 15120 - Tutor | 20.20 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | |
| 16010 - Assembler | 9.88 |
| 16030 - Counter Attendant | 9.88 |
| 16040 - Dry Cleaner | 12.94 |
| 16070 - Finisher, Flatwork, Machine | 9.88 |
| 16090 - Presser, Hand | 9.88 |
| 16110 - Presser, Machine, Drycleaning | 9.88 |
| 16130 - Presser, Machine, Shirts | 9.88 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | 9.88 |
| 16190 - Sewing Machine Operator | 13.78 |
| 16220 - Tailor | 14.66 |
| 16250 - Washer, Machine | 10.88 |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 21.14 |
| 19040 - Tool And Die Maker | 23.38 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 18.02 |
| 21030 - Material Coordinator | 22.03 |
| 21040 - Material Expediter | 22.03 |
| 21050 - Material Handling Laborer | 13.83 |
| 21071 - Order Filler | 15.09 |
| 21080 - Production Line Worker (Food Processing) | 18.02 |
| 21110 - Shipping Packer | 15.09 |
| 21130 - Shipping/Receiving Clerk | 15.09 |
| 21140 - Store Worker I | 11.72 |
| 21150 - Stock Clerk | 16.86 |
| 21210 - Tools And Parts Attendant | 18.02 |
| 21410 - Warehouse Specialist | 18.02 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 27.21 |
| 23021 - Aircraft Mechanic I | 25.83 |
| 23022 - Aircraft Mechanic II | 27.21 |
| 23023 - Aircraft Mechanic III | 28.53 |
| 23040 - Aircraft Mechanic Helper | 17.54 |
| 23050 - Aircraft, Painter | 24.73 |
| 23060 - Aircraft Servicer | 19.76 |
| 23080 - Aircraft Worker | 21.01 |
| 23110 - Appliance Mechanic | 21.75 |
| 23120 - Bicycle Repairer | 14.43 |
| 23125 - Cable Splicer | 26.02 |
| 23130 - Carpenter, Maintenance | 21.40 |
| 23140 - Carpet Layer | 20.49 |
| 23160 - Electrician, Maintenance | 27.98 |
| 23181 - Electronics Technician Maintenance I | 24.94 |
| 23182 - Electronics Technician Maintenance II | 26.47 |
| 23183 - Electronics Technician Maintenance III | 27.89 |
| 23260 - Fabric Worker | 19.13 |
| 23290 - Fire Alarm System Mechanic | 22.91 |
| 23310 - Fire Extinguisher Repairer | 17.62 |
| 23311 - Fuel Distribution System Mechanic | 22.81 |
| 23312 - Fuel Distribution System Operator | 19.38 |

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| 23370 - General Maintenance Worker | 21.43 |
| 23380 - Ground Support Equipment Mechanic | 25.83 |
| 23381 - Ground Support Equipment Servicer | 19.76 |
| 23382 - Ground Support Equipment Worker | 21.01 |
| 23391 - Gunsmith I | 17.62 |
| 23392 - Gunsmith II | 20.49 |
| 23393 - Gunsmith III | 22.91 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 23.89 |
| 23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) | 25.17 |
| 23430 - Heavy Equipment Mechanic | 22.91 |
| 23440 - Heavy Equipment Operator | 22.91 |
| 23460 - Instrument Mechanic | 22.59 |
| 23465 - Laboratory/Shelter Mechanic | 21.75 |
| 23470 - Laborer | 14.98 |
| 23510 - Locksmith | 21.90 |
| 23530 - Machinery Maintenance Mechanic | 23.12 |
| 23550 - Machinist, Maintenance | 22.91 |
| 23580 - Maintenance Trades Helper | 18.27 |
| 23591 - Metrology Technician I | 22.59 |
| 23592 - Metrology Technician II | 23.80 |
| 23593 - Metrology Technician III | 24.96 |
| 23640 - Millwright | 28.19 |
| 23710 - Office Appliance Repairer | 22.96 |
| 23760 - Painter, Maintenance | 21.75 |
| 23790 - Pipefitter, Maintenance | 24.63 |
| 23810 - Plumber, Maintenance | 22.29 |
| 23820 - Pneudraulic Systems Mechanic | 22.91 |
| 23850 - Rigger | 22.91 |
| 23870 - Scale Mechanic | 20.49 |
| 23890 - Sheet-Metal Worker, Maintenance | 22.91 |
| 23910 - Small Engine Mechanic | 20.49 |
| 23931 - Telecommunications Mechanic I | 29.95 |
| 23932 - Telecommunications Mechanic II | 31.55 |
| 23950 - Telephone Lineman | 27.41 |
| 23960 - Welder, Combination, Maintenance | 22.91 |
| 23965 - Well Driller | 22.91 |
| 23970 - Woodcraft Worker | 22.91 |
| 23980 - Woodworker | 17.62 |
| 24000 - Personal Needs Occupations | |
| 24570 - Child Care Attendant | 12.79 |
| 24580 - Child Care Center Clerk | 17.77 |
| 24610 - Chore Aide | 10.57 |
| 24620 - Family Readiness And Support Services Coordinator | 16.90 |
| 24630 - Homemaker | 18.43 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 27.30 |
| 25040 - Sewage Plant Operator | 20.84 |
| 25070 - Stationary Engineer | 27.30 |
| 25190 - Ventilation Equipment Tender | 19.49 |
| 25210 - Water Treatment Plant Operator | 20.84 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 20.57 |
| 27007 - Baggage Inspector | 12.71 |
| 27008 - Corrections Officer | 22.80 |
| 27010 - Court Security Officer | 24.72 |
| 27030 - Detection Dog Handler | 20.57 |
| 27040 - Detention Officer | 22.80 |
| 27070 - Firefighter | 24.63 |
| 27101 - Guard I | 12.71 |

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| 27102 - Guard II | 20.57 |
| 27131 - Police Officer I | 26.52 |
| 27132 - Police Officer II | 29.67 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 13.59 |
| 28042 - Carnival Equipment Repairer | 14.63 |
| 28043 - Carnival Equipment Worker | 9.24 |
| 28210 - Gate Attendant/Gate Tender | 13.01 |
| 28310 - Lifeguard | 11.59 |
| 28350 - Park Attendant (Aide) | 14.56 |
| 28510 - Recreation Aide/Health Facility Attendant | 10.62 |
| 28515 - Recreation Specialist | 18.04 |
| 28630 - Sports Official | 11.59 |
| 28690 - Swimming Pool Operator | 18.21 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 23.13 |
| 29020 - Hatch Tender | 23.13 |
| 29030 - Line Handler | 23.13 |
| 29041 - Stevedore I | 21.31 |
| 29042 - Stevedore II | 24.24 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | 39.92 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | 26.84 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 29.56 |
| 30021 - Archeological Technician I | 20.19 |
| 30022 - Archeological Technician II | 22.60 |
| 30023 - Archeological Technician III | 27.98 |
| 30030 - Cartographic Technician | 27.98 |
| 30040 - Civil Engineering Technician | 26.41 |
| 30061 - Drafter/CAD Operator I | 20.19 |
| 30062 - Drafter/CAD Operator II | 22.60 |
| 30063 - Drafter/CAD Operator III | 25.19 |
| 30064 - Drafter/CAD Operator IV | 31.00 |
| 30081 - Engineering Technician I | 22.92 |
| 30082 - Engineering Technician II | 25.72 |
| 30083 - Engineering Technician III | 28.79 |
| 30084 - Engineering Technician IV | 35.64 |
| 30085 - Engineering Technician V | 43.61 |
| 30086 - Engineering Technician VI | 52.76 |
| 30090 - Environmental Technician | 27.41 |
| 30210 - Laboratory Technician | 23.38 |
| 30240 - Mathematical Technician | 28.94 |
| 30361 - Paralegal/Legal Assistant I | 21.36 |
| 30362 - Paralegal/Legal Assistant II | 26.47 |
| 30363 - Paralegal/Legal Assistant III | 32.36 |
| 30364 - Paralegal/Legal Assistant IV | 39.16 |
| 30390 - Photo-Optics Technician | 27.98 |
| 30461 - Technical Writer I | 21.93 |
| 30462 - Technical Writer II | 26.84 |
| 30463 - Technical Writer III | 32.47 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 24.74 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 29.93 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 35.88 |
| 30494 - Unexploded (UXO) Safety Escort | 24.74 |
| 30495 - Unexploded (UXO) Sweep Personnel | 24.74 |
| 30620 - Weather Observer, Combined Upper Air Or (see 2) | 25.19 |
| Surface Programs | |
| 30621 - Weather Observer, Senior (see 2) | 27.98 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31020 - Bus Aide | 14.32 |
| 31030 - Bus Driver | 20.85 |
| 31043 - Driver Courier | 13.98 |

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|-----------------------------------------|-------|
| 31260 - Parking and Lot Attendant | 10.07 |
| 31290 - Shuttle Bus Driver | 15.66 |
| 31310 - Taxi Driver | 13.98 |
| 31361 - Truckdriver, Light | 15.66 |
| 31362 - Truckdriver, Medium | 17.90 |
| 31363 - Truckdriver, Heavy | 19.18 |
| 31364 - Truckdriver, Tractor-Trailer | 19.18 |
| 99000 - Miscellaneous Occupations | |
| 99030 - Cashier | 10.03 |
| 99050 - Desk Clerk | 11.58 |
| 99095 - Embalmer | 23.05 |
| 99251 - Laboratory Animal Caretaker I | 11.30 |
| 99252 - Laboratory Animal Caretaker II | 12.35 |
| 99310 - Mortician | 31.73 |
| 99410 - Pest Controller | 17.69 |
| 99510 - Photofinishing Worker | 13.20 |
| 99710 - Recycling Laborer | 18.50 |
| 99711 - Recycling Specialist | 22.71 |
| 99730 - Refuse Collector | 16.40 |
| 99810 - Sales Clerk | 12.09 |
| 99820 - School Crossing Guard | 13.43 |
| 99830 - Survey Party Chief | 21.94 |
| 99831 - Surveying Aide | 13.63 |
| 99832 - Surveying Technician | 20.85 |
| 99840 - Vending Machine Attendant | 14.43 |
| 99841 - Vending Machine Repairer | 18.73 |
| 99842 - Vending Machine Repairer Helper | 14.43 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

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

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey

data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformance may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

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

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

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage

determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

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


6) The contractor informs the affected employees.

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

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

Attachment H

Award/Signature Page

| AWARD/CONTRACT | | 1. Caption | | Page of Pages | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|---------------------------------------------|------------------|
| | | Locksmith Supplies & On-Call Locksmith Repair Services | | 1 | 46 |
| 2. Solicitation/Contract Number DCAM-16-NC-0016 | | 3. Effective Date See Block 20C | | 4. Requisition/Purchase Request/Project No. | |
| 5. Issued By: Department of General Services Contracts and Procurement Division 2000 14th Street, 8th Floor Washington, DC 20009 | | 6. Administered by (If other than line 5) DGS Facilities Management | | | |
| 7. Name and Address of Contractor Insert Contractor | | 8. Delivery <input type="checkbox"/> FOB Origin <input type="checkbox"/> Other | | | |
| | | 9. RESERVED SBE | | | |
| | | 10. Submit invoices as described in Section I.3. | | | |
| 11. RESERVED | | 12. Payment will be made by Government of the District of Columbia Department of General Services Office of the Chief Financial Officer 2000 14th Street, 5th Floor Washington, DC 20009 | | | |
| 13. Acknowledgement of Amendments The Bidder acknowledges receipt of amendments to the SOLICITATION | | Amendment No. | | Date | |
| | | | | | |
| | | | | | |
| | | | | | |
| 14. Supplies/Services/Price See Section B – Scope Of Work and Bid Form (Attachment A) | | | | | |
| 15. Table of Contents | | | | | |
| Section | Description | Pages | | | |
| A | Cover Page/Signature Page | 1-5 | | | |
| B | Scope of Work | 6-12 | | | |
| C | Economic Inclusion | 13-17 | | | |
| D | Compliance Requirements | 18 | | | |
| E | Evaluation and Award Criteria | 19 | | | |
| F | Bid Organization and Submission | 20-21 | | | |
| G | Bidding Procedures and Protests | 22-24 | | | |
| H | Insurance Requirements | 25 | | | |
| I | Department's Responsibilities | 26-29 | | | |
| J | Miscellaneous Provisions | 30-46 | | | |
| <i>Contracting Officer will complete Item 16</i> | | | | | |
| 16. <input type="checkbox"/> 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 CHRISTOPHER WEAVER – CHIEF CONTRACTING OFFICER | | |
| 17B. <small>(Signature of person authorized to sign)</small> | | 17C. Date Signed | 18B. <small>(Signature of Contracting Officer)</small> | | 18C. Date Signed |
| Government of the District of Columbia Department of General Services | | |  | | |

